**Agenda** **Regular Meeting of the Finance Committee**
**December 9, 2024 at 5:00 PM**
**Council Chambers, City Hall**
**200 Lincoln Avenue**

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## Procedures for Finance Committee Meeting

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

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. Presentations
   a. Finance Staff Recognition (Emily K. Oster, Finance Director: ekoster@santafenm.gov) - ,
   b. City of Santa Fe Citywide Internal Controls Review. (Chelsea Ritchie, chelsea.ritchie@mossadams.com, 505-837-7664)
   c. Paseo Real Water Reclamation Facility Master Plan Update. (John Rehring, Carollo Engineers and Jason Mumm, Principal, FCS Group: JasonM@fcsgroup.com) - ,
6. Action Items: Consent Agenda
   a. Request for Approval of Amendment No. 5 to Amended and Restated Lease Agreement Item #19-0872 with Santa Fe Recovery Center, Inc. for Buildings at 1600 S. St. Michael's Dr. to Extend the Term of the Lease for King Hall to September 1, 2025, and the Term of the Lease for the Student Apartments to February 1, 2025. (Daniel Hernandez, Director, Metropolitan Redevelopment Agency; dahernandez@santafenm.gov)

      **Committee Review:**

Public Works & Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

b. Request for Approval of a Permanent Access Easement to Grand Prix De Santa Fe, LLC, as Grantee, in Exchange for the Amount of $39,000 as Compensation to the City. (James Harris, Santa Fe Regional Airport Director: jcharris@santafenm.gov)

**Committee Review:**
Public Works & Utilities Committee: 11/18/2024
Airport Advisory Board: 12/5/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

## Committee Review:

c. Request for Approval of a Grant Agreement with the New Mexico Department of Transportation to Fund the End Driving While Impaired Project, Buckle Up, Click it or Ticket Project, and Selective Traffic Enforcement Program, Summer Enforcement Period Project in the Total Amount of $82,835 through September 30, 2025. (Amanda Montano, Police Captain: admontano@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution in the Total Amount of $82,835 from the New Mexico Department of Transportation Fund – State Grants to the Police Overtime Fund.

**Committee Review:**
Quality of Life Committee: 11/20/2024
Finance Committee: 12/09/2024
Governing Body Committee: 12/11/2024
-

## Committee Review:

d. Request for Approval of the New Mexico Department of Finance & Administration Certification for Allocation 23-ZH5048-81-2, Year 2 in the Amount of $187,500 for the Hiring of Law Enforcement/Support Positions at the Santa Fe Police Department through June 30, 2025, with Funds Allocated Over a Three Year Period. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov).

1. Request for Approval of a Budget Amendment Resolution in the Total Amount of $187,500 from the New Mexico Department of Finance and Administration Fund to the Police Salaries Fund.

## Committee Review:
Public Safety Committee: 11/19/2024
Quality of Life Committee: 11/20/2024
Finance Committee: 12/09/2024
Governing Body Committee: 12/11/2024 - ,

e. Request for Approval of the New Mexico Department of Finance and Administration Grant

Agreement #24-I3023 for the Purchase and Installation of Equipment, in the Total Amount of $250,000 through June 30, 2026. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov)

1. Request for the Approval of a Budget Amendment Resolution (BAR) in the Amount of $250,000 from the New Mexico Department of Finance and Administration -24-I3023 Police Equipment Grant to the Police Revenue and Expenses for Equipment & Machinery.

**Committee Review:**
Quality of Life Committee: 11/20/2024
Finance Committee: 12/09/2024
Governing Body Committee: 12/11/2024 - ,

f. Request for Approval of a Cooperative Project Agreement Design Control No. S100830 with the New Mexico Department of Transportation for the Engineering Design of Arroyo Chamisos Trail Extension in the Total Amount of $300,000 through December 31, 2026. (Romella Glorioso-Moss, Projects Administrator; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $300,000 Using $256,320 of NMDOT Funding and $43,680 of Road Impact Fees to Design the Arroyo Chamisos Trail Extension Project.

**Committee Review:**
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

**Committee Review:**
Public Works & Utilities - 12/02/2024
Finance - 12/09/2024
Governing Body - 12/11/2024

g. Request for Approval of a Grant Agreement with the New Mexico Department of Homeland Security and Emergency Management for the Purchase of Emergency Preparedness Equipment, Specialized Training, and Contracted Support for the Office of Emergency Management and the Santa Fe Police Department in the Total Amount of $283,975 through September 30, 2026. (Brian Williams, Office of Emergency Management Director; bgwilliams@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $283,975 in Awarded Federal Grant Funds to the Office of Emergency Management.

**Committee Review:**
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 - bgwilliams@santafenm.gov

h. Request for Approval of a General Services Contract with University of New Mexico Anderson School Center for Responsible Entrepreneurship for Entrepreneurial Support, Training, and Administering an Accelerator Program in the Total Amount of $297,515.63 including NMGRT for a Three Year Term. (Eric Renz-Whitmore, Economic Development Specialist; edrenzwhitmore@santafenm.gov and Johanna Nelson, Office of Economic

Development Director; jcnelson@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

i. Request for Approval of a Governmental Services Agreement with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of $550,000 to Establish the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $550,000 to FY25 Revenue and Expenses for the BRAIN Project.

**Committee Review:**
Public Works and Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

j. Request for Approval of a General Services Contract with Paradise Power Company, Inc., in the Total Amount of $589,730, Including NMGRT, for Implementation of the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool, with a Term Ending June 30, 2025. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

**Committee Review:**
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

k. Request for Approval of Purchase Agreement with Siddons Fire Apparatus for the Purchase of a BME, Type 3; Model 34 Commercial Wildland Vehicle in the Total Amount of $486,350. (Daniel Garcia, Fire Fleet Manager, dagarcia@santafenm.gov and Brain Moya, Fire Chief, bjmoya@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 12/4/2024
Finance Committee: 12/9/2024
Governing Body: 12/11/2024 -

l. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $112,000 to FY 2025 WIP Design for the Engineering Design of Henry Lynch Reconstruction Project. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

**Committee Review:**
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024

Governing Body: 12/11/2024 - rsgloriosomoss@santafenm.gov

m. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $489,000 to FY 2025 WIP Construction for Construction Engineering and Management Services of Agua Fria Street and Cottonwood Drive Roundabout Project. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

**Committee Review:**
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 - rsgloriosomoss@santafenm.gov

n. Request for Approval of a Memorandum of Agreement with the International Association of Firefighters – Local 2059 to Provide a One-Time Retention Incentive to Sworn Firefighter Positions Who Have Agreed to Remain Employed with the City through June 30, 2025, in the Amount of $1,000 Per Eligible Bargaining Unit Employee. (Brian Moya, Fire Chief, bjmoya@santafenm.gov)

**Committee Review:**
Finance Committee: 12/9/2024
Governing Body: 12/11/2024

o. Request for Approval of a Memorandum of Agreement with the Santa Fe Police Officers' Association for a One-Time Retention Incentive of $1,000 Per Eligible Bargaining Unit Employee Who Have Agreed to Remain Employed with the City through June 30, 2025. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

**Committee Review:**
Finance Committee: 12/09/2024
Governing Body: 12/11/2024

p. Request for Approval of a Memorandum of Agreement with Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO for a One-time Retention Incentive Payment in the Amount of $1,000 Per Eligible Bargaining Unit Employee Who Have Agreed to Remain Employed with the City through June 30, 2025. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov)

**Committee Review:**
Finance Committee: 12/09/2024
Governing Body: 12/11/2024

q. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount

of $1,389,478 from GRT in Excess of Budgeted Estimates and Available Fund Balances to Fund Retention Incentives in an Amount Equivalent to $1,000 per City Employee. (Bernadette Salazar, HR Department Director, bjsalazar@santafenm.gov and Andy Hopkins, Budget Officer, ajhopkins@santafenm.gov)

**Committee Review:**
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

r. Request for Approval of a Budget Amendment Resolution (BAR) to Reappropriate Unspent FY24 Budget in the Amount of $463,482 into Professional Contracts to Fund the General Plan Update Step 1. (Heather Lamboy, Land Use Director; hllamboy@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 12/4/2024
Finance Committee: 12/9/2024
Governing Body: 12/11/2024 - hllamboy@santafenm.gov

s. Request for Approval of Agreement with ParkMobile, LLC for Mobile App for Street Parking in the Total Amount of $235,800 Not Including NMGRT for a Three Year Term. (Andrew Cordero, Contracts Administrator, accordero@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 11/18/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

t. Request for Approval of Amendment No. 2 to Item #23-0671 with FacilityBUILD, Inc. to Extend the Term to June 30, 2025 for Design and Construction of an Addition at the Mary Esther Gonzales Senior Center. (Caryn Grosse, Public Works Project Manager; clgrosse@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

u. Request for Approval of Agreement for the City of Santa Fe to Provide Potable Water to the Lower Acequia Madre in Exchange for a Reduced Delivery Obligation for Santa Fe River Water at the Acequia Madre Headgate. (Jesse Roach, Water Division Director; jdroach@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 11/18/2024
Finance Committee: 12/09/2024

Governing Body: 12/11/2024 -

**Committee Review:**

v. Request for Approval of Amendment No.1 to Item #23-0328 with Community Solutions DBA Vincent's Legacy LLC to Extend the Term through June 30, 2025, for Capital Improvements and Unit Upgrades at Santa Fe Suites. (Johanna Nelson, Interim Director Office of Affordable Housing, jcnelson@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 11/20/2024
Finance Committee: 12/9/2024
Governing Body: 12/11/2024 -

**Committee Review:**
Quality of Life Committee: 11/20/2024
Finance Committee: 12/9/2024
Governing Body: 12/11/2024

w. Request for Approval of Amendment No. 2 to Item #23-0696 with Bella Luz Apartments 2022, LLLP to Extend the Term through June 30, 2026, for Transaction Costs Associated with the Rehabilitation of the Lamplighter Inn. (Johanna Nelson, Interim Director Office of Affordable Housing, jcnelson@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 11/20/2024
Finance Committee: 12/9/2024
Governing Body Committee: 12/11/2024 -

**Committee Review:**
Quality of Life Committee: 11/20/2024
Finance Committee: 11/25/2024
Governing Body Committee: 12/11/2024

x. Request for Approval of a Professional Services Contract with Capital Program Management Services LLC, Not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services for a Four-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review:**
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

y. Request for Approval of a Professional Services Contract with Wilson & Company, Not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services for a Four-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review:**
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024

Governing Body: 12/11/2024 -

z. Request for Approval of a Professional Services Contract with Leroy N. Pacheco Not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services for a Four-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review:**
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

aa. Request for Approval to Purchase a Generator from Wagner Equipment Company for the Paseo Real Wastewater Treatment Plant in the Total Amount of $305,336.02. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $305,336.02 from the Wastewater Enterprise Cash Fund to Wastewater Equipment & Machinery Non-Exempt Account.

**Committee Review:**
Public Works and Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

bb. Request for Approval of Amendment No. 1 to Professional Services Contract Item # 24-0299 with Hazen & Sawyer to Increase Compensation by $2,666,930 for a New Total Amount of $5,384,930 to Expand Existing Tasks Within the Original Scope of Work to Bring the Paseo Real Wastewater Reclamation Facility to Compliance from Violations of the Clean Water Act. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,666,930 from the Wastewater Enterprise Cash Fund to Wastewater WIP Construction.

**Committee Review:**
Public Works & Utilities Committee: 12/02/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

cc. Request for Approval of Amendment No. 1 to Item #24-0297 with A.A.C. Construction to Increase the Compensation by $4,109,144.16 for a New Total Amount of $6,574,981.20 to Expand Existing Tasks Within the Original Scope of Work to Bring the Paseo Real Wastewater Reclamation Facility to Compliance from Violations of the Clean Water Act. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $4,109,144.16 from the Wastewater Enterprise Cash Fund to the Wastewater WIP Construction Account.

**Committee Review:**

Public Works and Utilities Committee: 12/02/2024
FInance Committee: 12/09/2024
Governing Body: 12/11/2024 -

dd. Request for Approval of Amendment No. 2 to Item #23-0548, Exclusive Negotiation Agreement with Santa Fe Art Institute, to Extend the Term through April 30, 2025, to Negotiate Terms for Land and Building Disposition and Development of the Midtown Visual Arts Center Pursuant to the City's Request for Proposals. (Daniel Hernandez, Metropolitan Redevelopment Agency Director; dahernandez@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

ee. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $192,008 from the Genoveva Chavez Community Center Fund to the Recreation Programs Fund. (Brian Stinett, Recreation Division Director; bjstinett@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 12/04/2024
Finance Committee 12/09/2024
Governing Body: 12/11/2024 -

ff. Request for Approval of the Purchase of 26 Police Vehicles Including Equipment and Labor Costs Associated with Each Vehicle in the Total Amount $1,707,653.26 from Chalmers Ford and MHQ.(Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

**Committee Review:**
Finance Committee: 12/9/2024
Governing Body Committee: 12/11/2024 -

gg. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $197,470 from Public Utilities Cash Balance to Repair and Maintenance to Fund a Construction Contract with AAC Construction. (P. Fred Heerbrant, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

**Committee Review:**
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

hh. CONSIDERATION OF RESOLUTION NO. 2024-___. (Mayor Alan Webber)
A Resolution Approving Budget Amendments for the Buckman Direct Diversion Board and Santa Fe Solid Waste Management Agency and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's First Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

**Committee Review:**

Governing Body Special Meeting (Introduced): 11/25/2024
Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 - ,

ii. CONSIDERATION OF RESOLUTION NO. 2024___. (Councilor Amanda Chavez)
A Resolution Assigning Authorized Officers and Agents for Grant Agreement Number SAP 22-G2419-STB for the Plan, Design, and Construction of Improvements on Jemez Road. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 11/13/2024
~~Public Works and Utilities Committee: 11/18/2024~~ (Rescheduled to 12/02/2024 Public Works and Utilities Committee for Noticing Purposes)
Public Works and Utilities Committee: 12/02/2024 (Amendment A - Approved - at Public Works and Utilities Committee)
Finance Committee: 12/09/2024
Governing Body: 12/11/2024
-

**Committee Review:**

jj. CONSIDERATION OF BILL 2024-15. ADOPTION OF ORDINANCE NO. 2024-__. (Mayor Alan Webber)
A Bill Granting Ezee Fiber Texas, LLC, 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. (Sean Moody, Project Administrator; sxmoody@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 10/09/2024
Governing Body (Public Comment): 10/30/2024
Economic Development Advisory Committee: 11/06/2024
Public Works and Utilities Committee: 11/18/2024
Finance Committee: 11/25/2024 (MEETING CANCELED AND LEGISLATION POSTPONED TO 12/09/2024)
Finance Committee: 12/09/2024
Governing Body: 12/11/2024 -

**Committee Review:**

kk. CONSIDERATION OF BILL 2024-19. ADOPTION OF ORDINANCE NO. 2024-___. (Mayor Alan Webber)
A Bill Approving the Sale of City-Owned Buildings, Improvements, and Six Parcels Located at 1600 St. Michael's Drive Within the City and County of Santa Fe, New Mexico, Aspect QOZB, LLC, in Three Phases, for a Total of $5,000,000. (Daniel Hernandez, Metropolitan Redevelopment Agency Director; dahernandez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/30/2024
Governing Body (Public Comment): 11/13/2024
Public Works and Utilities Committee: 11/18/2024
Quality of Life Committee: 11/20/2024 (POSTPONED TO REGULAR QUALITY OF LIFE COMMITTEE MEETING ON DECEMBER 4, 2024)
Economic Development Advisory Committee: 12/04/2024
Quality of Life Committee: 12/04/2024 (MOVED FORWARD WITHOUT ANY RECOMMENDATION FROM THE COMMITTEE)
Finance Committee: 12/09/2024
Governing Body (Public Hearing): 12/11/2024 -

**Committee Review:**

7. Action Items: Discussion Agenda

8. Introduction of Legislation

   a. CONSIDERATION OF RESOLUTION NO. 2024___. (Councilor Signe Lindell) A Resolution Approving a Public Fireworks Display During the Santa Fe Plaza 2024-2025 New Year's Eve Event. (Geronimo Griego, Fire Marshall; gggriego@santafenm.gov)

   **Committee Review:**
   Finance (Introduced): 12/09/2024
   Governing Body: 12/11/2024

9. Matters from Staff

10. Matters from the Committee

11. Matters from the Chair

12. Next Meeting: Monday, January 13, 2025

13. 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.

FINAL REPORT

# City of Santa Fe

## CITYWIDE INTERNAL CONTROLS REVIEW

October 14, 2024

Moss Adams LLP

6565 Americas Pkwy Suite 600

Albuquerque, NM 87110

MOSSADAMS

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# I. EXECUTIVE SUMMARY

Moss Adams LLP (Moss Adams) was contracted by the City of Santa Fe (the City) to perform an evaluation of the City's internal controls framework. The review took place between December 2023 and July 2024. The internal controls review focused on assessing select key controls in areas deemed important to protecting the City's assets and resources as well as processing and reporting timely financial information.

The purpose of an internal controls review is not to identify findings that require immediate remediation, given detailed internal control testing is not performed as part of the review to assess the cause, effect, and associated risks of issues identified. Rather, the purpose is to identify whether internal controls appear to be designed effectively. The results of the internal controls review should be utilized as a roadmap for the City to identify areas where further internal audit resources should be deployed to test the effectiveness of controls and the associated risks of potential issues identified, and to identify management priorities and focus areas. The results presented in this report should be used as a management and internal audit tool going forward.

The review of internal controls was completed under the consultancy standards of the American Institute of Certified Public Accountants (AICPA). As such, this work was not an audit of internal controls that resulted in a formal opinion or other form of assurance. Moss Adams reviewed the City's internal controls for design but did not test those controls for operating effectiveness. Specific areas where controls were reviewed included:

- Accounts Receivable
- Cash Management
- Financial Reporting, Close, and Reconciliations
- Fixed Assets and Asset Management
- Inventory
- Information Technology (IT) General Controls
- Overall Control Environment
- Payroll and Timekeeping
- Purchasing and Accounts Payable
- Revenue and Billing

The City appeared to have internal controls developed for many functions, and the City was in the process of implementing internal controls for other functions. Some examples of commendable activities that, based on the review performed, appeared to have well-designed internal controls, include:

- Accounts receivable aging report reviews
- Finance Department reviews and approvals for journal entries
- Completion of the year-end closing checklist as part of the financial close process
- Asset disposal form reviews and approvals
- Completion of inventory cycle counts

- IT onboarding/offboarding controls for newly hired/terminated employees
- Employee timecards adjustment approvals
- Purchase requisition and purchase order reviews and approvals
- Completion of cardholder agreements for new purchasing cardholders
- Approval for purchasing exceptions, such as emergencies or sole source

Similar to most cities, there is an opportunity to strengthen policies, procedures, processes, and training. Gaps in internal controls of varying degrees were discovered in many of the functions reviewed.

The primary conclusion from this review is that the City has an opportunity to improve internal controls and strengthen processes and procedures. Suggested priorities to address over the next 12 to 18 months include, but are not limited to:

- Cash Management
  - Control Objective B3: Performing cash monitoring controls and surprise cash counts across various City departments
  - Control Objective B4: Reviewing monthly bank reconciliations
- Financial Reporting, Close, and Reconciliations
  - Control Objective C1: Developing comprehensive policies and procedures
  - Control Objective C4: Performing timely reconciliations and reviews of accounts
- Fixed Assets and Asset Management
  - Control Objective D3: Conducting annual fixed asset inventory counts across the City
- Purchasing and Accounts Payable
  - Control Objective H3: Executing the three-way match process, which entails matching the information on the purchase order, the invoice, and the receiving documentation

# II. BACKGROUND, SCOPE, AND METHODOLOGY

## A. BACKGROUND

The City of Santa Fe is the capital of New Mexico. The City is governed by eight City Councilors, with two elected officials from four geographic districts, and a Mayor elected from the City at large. As of fiscal year 2024, the City had 1,612 budgeted positions across seven primary departments: Community Development, Community Health and Safety, Finance, Human Resources, Information Technology and Telecommunications (ITT), Public Utilities, and Public Works. The Finance Department is comprised of the following offices:

- Budget
- Central Purchasing
- Fleet
- Payroll
- Grants
- Treasury
- Controller

The City uses multiple software systems pertaining to financial processes including the following:

- Tyler Munis (Munis): The City's financial accounting, fixed asset management, and purchasing software
- E1: The City's inventory tracking and customer billing software
- Kronos: The City's timekeeping and attendance software

## B. SCOPE AND METHODOLGY

The scope of our internal controls review included a high-level evaluation of the City's key internal controls to determine the general adequacy of internal controls and identify areas warranting more in-depth review in the future.

The scope of the internal controls review included the following functional areas:

- Accounts Receivable
- Cash Management
- Financial Reporting, Close, and Reconciliations
- Fixed Assets and Asset Management
- Inventory
- IT General Controls
- Overall Control Environment
- Payroll and Timekeeping
- Purchasing and Accounts Payable
- Revenue and Billing

For each functional area assessed, we conducted a review of key controls, which included:

- Identifying control objectives in specific areas and controls that would satisfy each control objective
- Reviewing policies and procedures
- Examining relevant documentation in support of select key controls
- Performing control walkthroughs to observe the design of key controls and understand workflow processes
- Obtaining an understanding of the characteristics of each relevant control activity (who performs it, how often it is designed to operate, whether it is designed to mitigate fraud, whether it is a manual or automated control, and whether it is a preventive, detective, or corrective control)
- Assessing whether the controls in place would prevent or detect errors
- Providing recommendations on key controls that need to be implemented or changed

The work performed included interviews with personnel involved in managing functions, processing key accounting transactions, and handling physical assets in the following departments:

- Finance
- ITT
- Public Works

In support of the internal controls review, the matrix provided in Section III provides results by the:

- Control objective
- Control issue
- Corresponding recommendation
- Likelihood of occurrence
- Impact of occurrence

Likelihood of occurrence is defined as the probability of a negative event occurring. Impact of occurrence is defined as the level of significance if a negative event occurs. Risk levels of low, moderate, or high were used to rate the likelihood of occurrence and impact of occurrence for each control issue.

Beyond those controls that have been noted within this report as an issue, additional controls were reviewed without exception. Departments were selected to provide a broad understanding of the City's control environment. Key controls with exception conditions are reported in this document.

# III. INTERNAL CONTROLS REVIEW

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
|---|---|---|---|---|---|
| **A. Accounts Receivable** | | | | | |
| 1 | The City-wide policies and procedures for billing and collection of Accounts Receivable (A/R) are well-documented and current. | The City does not have policies and procedures in place for the A/R function which does not allow for a strong internal control environment and/or help to promote accountability. | The City should formally document its A/R processes via a City-wide policy and procedures, which should be developed to include items such as:<br>• A/R management, including A/R tracking and reporting, aging analysis, and reporting on delinquent accounts<br>• Systems access controls related to A/R management systems, to ensure proper segregation of duties<br>• Allowance for doubtful accounts establishment, recording of bad debt expenses, and criteria for estimate development<br>• Handling refunds and account credits, including required documentation and approvals<br>• Guidance to departments for developing their specific billing and collection policies and procedures, to ensure consistency and enhance revenue capture<br>• The criteria used to determine when a past due/delinquent account will be sent to a collection agency, and how revenue-collecting service providers will be engaged and monitored<br>• When account write-offs can occur, what approvals are required, and how | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | write-offs/account adjustments must be documented and controlled<br><br>Additionally, departments such as, Parking and Utilities, that are responsible for collecting funds on the City's behalf should have department-specific procedures documented to ensure that billing and collection activities are performed consistently and in a controlled manner. | | |
| 2 | The Customer Service Director at the Utility Department reviews and approves any A/R adjustments greater than $500. | During our review of seven adjustments greater than $500, we found that one of seven had not been approved by the Customer Service Director. Based on conversations with the Customer Service Director, the error was due to an oversight of the department. | Although we only identified one instance where the Customer Service Director did not review an adjustment greater than $500, the City needs to stress the importance of fully implementing this process. Not having the Customer Service Director review increases the risk of an unauthorized billing adjustment that might incorrectly state a customer's balance owed to the City or a receipt may be misappropriated, an inappropriate adjustment might be made to the related customer's account, and it would not be identified.<br><br>The City should develop a process where the preparer of an account adjustment over $500 adds a special moniker such as a stamp, symbol, or highlight to call attention that the Customer Service Director needs to review and approve this adjustment.<br><br>The City should also develop a monthly process where the Customer Service Director runs a report of all billing adjustments for the month to assess the | Low | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | reasonableness of the adjustment activity and to ensure that there are no unapproved adjustments being processed. The Customer Service Director should then physically or electronically sign and date the report to document evidence of their review.<br><br>These processes should be included and documented within the A/R policies and procedures that are detailed in control #1 above. | | |
| **B.** | **Cash Management** | | | | |
| 1 | All City departments that are collecting cash payments from customers are authorized to do so and are accountable for understanding and adhering to the City's Cashier Office Policy. | Based on interviews, the Animal Services Department is not supposed to collect cash, but periodically, they do collect cash from customers, which creates a risk that cash is not being handled in accordance with the City's Cashier Office Policy. | The City should update its Cashier Office Policy to clearly identify which departments and/or sites are permitted to collect cash from customers. For departments or sites that currently collect cash but should not be (such as Animal Services), the Cashier Office should work directly with these sites to identify whether the departments should be authorized to collect cash or not. All departments that collect cash should be held accountable for understanding and adhering to the Cashier Office Policy to ensure all cash collections are properly controlled. | Low | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| 2 | Requests to access the City's bank accounts are supported by a formal request and approval process. | Currently, bank account access requests are conducted informally via email, which might make it difficult to track who has access and whether access to a bank account is supported and approved. | To help formalize the City's bank accounts access/approvals, the City should create a Bank Account Access Request form that an employee prepares and an appropriate level of management (such as the Controller or Finance Director) reviews and approves the bank account access request. This form should include information such as:<br>• Employee name and title<br>• Account(s) that the employee needs access to<br>• Reason for why the employee needs access for each account<br>• Whether access is permanent or temporary (include estimated access end date if temporary)<br>The City should then either physically or electronically file the reviewed and approved forms to help track which employees have authorized access to the City's bank accounts.<br>The City should also perform a periodic review of bank account access permissions to confirm that only authorized individuals have access and to assess whether access permissions should be updated. This review should be performed at least annually. | Moderate | Moderate |
| 3 | The Treasury Office performs regular monitoring controls over the cash management function, such as surprise cash counts. | The City does not have any formal structure for overall cash monitoring controls such as a routine cash balance analysis and the Treasury Office does not perform surprise | The Treasury Office should implement overall cash monitoring controls such as routine cash balance analysis and | High | High |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | cash counts. Defined cash monitoring controls help to promote a strong internal control environment with increased accountability and oversight over cash management. | surprise cash counts to help build a stronger internal control environment.<br><br>The cash balance analysis could include looking at balances by department or fund to perform a reasonableness assessment and to help determine whether any anomalies or irregularities warrant additional investigation. The Treasury Office should perform this analysis routinely, such as monthly or quarterly, to address potential issues quickly.<br><br>Surprise cash counts at the City's departments or sites that collect cash from customers or have a petty cash fund will provide several positive outcomes for the City, including:<br><br>• Increased oversight for the cash management process<br>• Ability to determine whether departments or sites are adhering to the Cashier Office Policy<br>• Identification of discrepancies that may have been caused by mistake or on purpose<br>• Increased accountability for employees who collect cash or expend petty cash funds<br>• Ability to identify any process inefficiencies in the cash collection process and take corrective action to improve efficiency<br><br>The Treasury Office should randomly conduct these cash counts and should document the steps taken during each | | |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | count along with the results of each count. | | |
| 4 | The City's monthly bank reconciliations are completed timely. Once reconciliations are completed, an employee within the Controller's Office reviews the reconciliations, and the Controller approves the reconciliations. | During our review of five bank reconciliations, we did not find any evidence that the reconciliations were reviewed and approved, which increases the risk of having incomplete or inaccurate bank reconciliations. Additionally, the January 2024 bank reconciliation had not been completed at the time of our review (May 2024). Not performing bank reconciliations timely increases the risk of inaccurate financial reporting of cash balances and unresolved variances and outstanding items not being resolved timely. | The City should stress the importance of completing bank reconciliations timely (within about 30 days from month end) to best address any potential issues that require investigation and to keep the City's accounts balanced.<br>The Controller should also review the monthly bank reconciliations to assess whether the reconciliations were completed properly and to assess whether any adjustments require follow up. After performing their review, the Controller should then document their approval on the bank reconciliation and include the date of approval. | High | High |
| 5 | At the end of each month, the Controller's Office reviews and reconciles the cash deposits that Loomis (cash transport company) picked up during the month. | Although the City completed the deposits for the five months that we reviewed, the Controller's Office did not review or reconcile the cash deposits that Loomis picked up to the monthly bank statement. Having this layer of review helps to verify that the cash deposits were made accurately and correctly to the proper bank account. | Similar to Cash Management control #4 above, the City should implement processes to have an employee within the Controller's Office review and reconcile the cash batches that are deposited via Loomis. The Controller's Office should obtain and retain the deposit slips to aid with the reconciliation. The Controller's Office should then reconcile the deposit slips with the monthly bank statement to trace each deposit batch to the correct deposit date and amount. If the Controller's Office identifies any variances, they must document the variance and perform research, as needed. After performing this review and reconciliation, the person performing the work should document | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | their review via Munis, email, or physical sign-off. | | |
| **C.** | **Financial Reporting, Close, and Reconciliations** | | | | |
| 1 | The City-wide policies and procedures for financial reporting, close, and reconciliation are well-documented and current. | The current financial reporting, close, and reconciliation policies and procedures, which include the City of Santa Fe FY23 Year End Close and the City of Santa Fe GASB 87 Adoption Memo (November 2023), are not comprehensive or complete, as they do not address all key functional areas of the financial reporting, close, and reconciliation process. Specifically, the City's financial reporting, close, and reconciliation policies and procedures do not address key areas including chart of accounts setup, timelines and responsibilities for month-end and year-end close, financial monitoring and reviews, and reconciliation processes. | The City should formally document its financial reporting, close, and reconciliation processes via a comprehensive City-wide policies and procedures, which should be developed to include items such as:<br>• Chart of accounts setup and General Ledger maintenance<br>• Fund accounting and reporting<br>• Cost allocation, classification, and tracking<br>• Month-end and year-end detailed closing procedures, including timelines, responsibilities, and details<br>• Financial monitoring and reviews<br>• Reconciliations, including details on specific accounts, variance analysis, segregation of duties, responsibilities, reviews, and approvals<br>• Financial reporting, including frequency, trend analysis, City Council reporting, and management oversight<br>• Audit coordination and oversight, and monitoring of findings | High | High |
| 2 | The chart of accounts is reviewed and updated regularly, and the Budget Officer reviews | The existing chart of accounts has not been significantly updated to better and more easily organize the City's accounts, which would help | During our interview phase of the project, the City made us aware that they are currently undergoing a thorough review of its chart of accounts to organize the accounts in a manner that is more | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | and approves chart of accounts change requests. | allow for more consistent financial reporting.<br><br>Additionally, we found that there was no evidence of any review of the chart of accounts changes during our review period. The City is at an increased risk of invalid or inaccurate additions or changes without having regularly reviews of the chart of accounts. | conducive to the City's accounting and reporting environment.<br><br>After the City overhauls its current chart of accounts, they should reinforce the chart of accounts change review process via the updated financial reporting, close, and reconciliation policies and procedures. | | |
| 3 | Departments have a management-level employee review their department's journal entries prior to sending to the Finance Department for posting. | Departments do not review departmental journal entries prior to sending to the Finance Department for posting, which creates additional work and research for the Finance Department, since the Finance Department might not have departmental knowledge and expertise. | Although the Finance Department reviews journal entries prior to posting, they do not always have the departmental knowledge or expertise to verify whether a journal entry has been prepared accurately. Thus, departments should designate a management-level employee to review their department's journal entries prior to sending the entries to the Finance Department for posting. When reviewing these journal entries, the department management-level employee should verify:<br><br>• All parts of the account string are correct<br>• The amount is correct<br>• The supporting documentation provides sufficient evidence to corroborate that the journal entry is appropriate and correct.<br><br>If the department identifies any issues with the journal entry resulting from the review, they should correct the journal entry prior to sending the entry to the Finance Department. The reviewer | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | should then document their approval within Munis, which will signify to the Finance Department that the department has reviewed the journal entry. | | |
| 4 | Regular account reconciliations are performed and reviewed timely. | Account reconciliations (such as cash, accounts payable, long-term debt, and capital assets) are performed and reviewed annually ahead of the financial audit instead of more frequently like monthly or quarterly, which might not allow for timely identification and resolution of potential variances.<br><br>Additionally, during our review of four account reconciliations, we could see that the reconciliations were prepared, but there was no evidence that the Finance Department reviewed and approved the reconciliations. Without having this review in place, there is increased risk that the reconciliations are incomplete and inaccurate along with lack of verification that variances were investigated, as needed, and resolved. | The City should consider performing account reconciliations more frequently (especially for cash accounts) for a few reasons:<br>• Monthly or quarterly reconciliations will allow the City to identify and correct errors or discrepancies timely, which can prevent larger issues from arising.<br>• Regular reconciliations can help verify that financial statements are accurate and reliable, which is important for decision-making and compliance purposes.<br>• By reconciling accounts more frequently, the City can streamline the year-end closing process and reduce the workload on staff during this busy time.<br>• Regular reconciliations can help the City identify and mitigate risks related to fraud, errors, and other financial issues.<br><br>The Finance Department should also assign responsibility for reviewing all reconciliations prepared for completeness and accuracy. This review should occur within about one week from the date of preparation, and the reviewer | High | High |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | should document evidence of their review via Munis, email, or physical sign-off. | | |
| 5 | The City performs routine variance analysis of financial accounts to identify potential errors or unusual activity. | Currently, the City relies on its external auditor to analyze its accounts during the annual financial audit. The lack of internal routine analysis of financial accounts throughout the year could result in issues and inaccuracies not being identified timely. | The City should implement a monthly or quarterly account analysis process to identify potential errors or unusual activity more quickly. This analysis can be set up to look at historical trends of accounts to help identify whether the current period warrants any additional investigation.<br>The City should designate an employee to conduct this analysis each month or quarter as well as an employee (such as the Accounting Supervisor or Controller) to review and approve the analysis. | High | Moderate |
| **D.** | **Fixed Assets and Asset Management** | | | | |
| 1 | The City has a well-defined and adhered to process to tag fixed assets when they are received. | Currently, the City has a decentralized approach to receiving fixed assets. During our interviews and review of asset additions, it seemed that each department had their own way of tagging their fixed assets instead of following a more structured City-wide process. Without consistent process for tagging City fixed assets, there is the risk that assets could not be tagged and identified as City property, which can lead to the risk of misappropriation. | The City's Fixed Asset Accounting and Procedures Manual explains the City-wide asset tagging process. The City should evaluate whether the Fixed Asset Accounting and Procedures Manual still has applicable and relevant processes. If the processes are still applicable and relevant, the City should conduct a training with applicable staff from departments to discuss the City-Wide asset tagging process. This training should include:<br>• Documents needed to obtain an asset tag<br>• Where to obtain an asset tag<br>• Where to place an asset tag<br>• When to place an asset tag | Moderate | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | The training should be a refresher for departments to align current processes and to discuss potential issues that departments have with the asset tagging process.<br><br>If the processes within the Fixed Asset Accounting and Procedures Manual are not applicable anymore, the City should thoroughly update the manual to reflect current processes or the processes that the City wishes to implement. Any updates should be communicated to all employees involved in the fixed asset management process to help ensure roles and responsibilities are clear. | | |
| 2 | The City reviews depreciation calculations to help ensure accuracy. | The City does not perform an independent review of these depreciation calculations that are performed by an outside consultant, which might lead to potential miscalculations or errors. | The Finance Department should implement a control to timely review for completeness and accuracy the calculations that are prepared by the City's outside consultant. This review should occur within about one week from the date of preparation, and the reviewer should document evidence of their review via Munis, email, or physical sign-off. | High | Low |
| 3 | Fixed asset physical inventories are conducted annually, by appropriate individuals, and any variances or issues are identified and reported. | According to the City's Fixed Asset Accounting and Procedures Manual, "each department director will be responsible for conducting the physical inventory" for their department, which is held annually in June.<br><br>Our two selected departments (the Police and Fire Departments) did not conduct an annual fixed asset | The City's Fixed Asset Accounting and Procedures Manual explains the physical annual inventory process, so the City should conduct a training with applicable staff from departments to discuss the annual inventory process. This training should include:<br><br>• When to complete the count<br>• Documents needed to complete the count | High | High |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | inventory count in June 2023, which does not allow for the accurate tracking and accountability for assets and might lead to an increased risk of loss or theft. | • What to verify during the count such as asset location, description, tag number, and condition<br>• What to do if an asset cannot be located<br>• What to do if an asset is not included on the inventory listing provided by the Finance Department<br>• Where to obtain an asset tag<br>• Where to place an asset tag<br>• When to place an asset tag<br>The training should be a refresher for departments to align current processes and to discuss potential issues that departments have with the inventory process.<br>The physical inventory should be conducted by individuals that are not responsible for the physical custody of the asset (which could be a Finance Department employee or other).<br>The Finance Department should set a defined timeline for completing the annual inventory and departments should be held accountable for adhering to that timeline. | | |
| **E.** | **Inventory** | | | | |
| 1 | The Accounting Manager reviews the inventory entries that the Financial Analyst prepares. | The Accounting Manager does not review the inventory entries for purchases of inventory, which might lead to inaccurate or unsupported entries. This might cause inventory balances to be incorrect for | The City should create a control where the Accounting Manager reviews and approves the inventory entries that the Financial Analyst prepares within the E1 inventory system. The Accounting Manager should review the supporting | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | operational and financial reporting purposes. | documentation for the entries and compare this information to the entries themselves to verify whether the data looks complete and accurate prior to posting. The Accounting Manager should document their review and approval within E1. | | |
| 2 | Division Managers approve Work Order Forms, which track inventory usage, and also retain evidence of the approved Work Order Form. | For one of seven Work Order Forms that we selected from a listing of Work Orders, the City was unable to find and provide the Work Order Form, which is used to document the work performed, inventory utilized, and the approvals obtained. Thus, we were unable to determine whether a Division Manager approved the missing Work Order Form selected. | The City should evaluate current processes in place for document retention pertaining to approved Work Order Forms and clarify where these approved forms must be retained (such as within E1, a shared electronic folder, and/or in a physical file). The City should then send a memo to all employees involved in this process to clarify the retention requirements and to assign responsibility for overseeing the Work Order Form retention process.<br><br>Having these retention processes better defined and documented will help to ensure that the City retains approved Work Order Forms, which in turn, will allow the City to better track and document its inventory usage. | Low | Low |
| **F.** | **Overall Control Environment** | | | | |
| 1 | Financial reports sent to the Finance Committee are comprehensive and easy to understand. | Currently the financial reports that are being sent to the Finance Committee are compiled on the cash basis of accounting instead of being prepared on the modified-accrual basis to better reflect and compare to the City's audited financial statements. | When sending reports to the Finance Committee, the Finance Department should change the accounting method used to develop the financial reports from the cash basis to the modified-accrual basis of accounting. The Finance Director or Controller should oversee the process of making this conversion to verify that | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | the process is completed as smoothly and accurately as possible. Updating to the modified-accrual basis will make the financial reports more comparable to the City's audited financial statements, which will help the City to make better informed financial analyses and decisions. | | |
| **G.** | **Payroll and Timekeeping** | | | | |
| 1 | Employee supervisors pre-approve their employees to work overtime, and the approval is consistently documented. | Section 5.10 of the City's Timekeeping Ethics Policy requires that "all overtime work must be pre-approved by the employee's supervisor." However, based on interviews performed, the City does not have a consistent process in place to document the pre-approval of overtime or a process for verifying that the pre-approval was obtained. If overtime is being worked without obtaining pre-approval, there is a risk of unwarranted hours being paid and potential budget overages. | The City could update the current Timekeeping Ethics Policy to modify the wording regarding the overtime preapproval requirement based on operational and departmental limitations. On the other hand, to help improve the overtime preapproval documentation process and to ensure that documentation of the pre-approval will be available upon request, the City should consider the following:<br>• Manual Overtime Request Forms: The City can use a manual overtime request form that requires employees to fill out the form with the overtime details, including the date, time, reason, and supervisor's approval. The supervisor then approves or denies the request based on the department's needs at the time.<br>• Electronic Overtime Request Forms: The City can use an electronic overtime request form that is available on the City's intranet or Human Resources (HR) portal. Employees can fill out the form with the overtime details, and the form is | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | automatically sent to the supervisor for approval. The supervisor can approve or deny the request electronically.<br>• Time and Attendance Software (Kronos): The City can research whether Kronos has an overtime request and approval feature that allows employees to electronically submit overtime requests and supervisors to electronically approve or deny the requests.<br>• Email Approval: The City can require employees to send an email to their supervisor requesting overtime approval. The supervisor can then reply to the email with an approval or denial.<br>After deciding which process to implement, the City should:<br>• Update its Timekeeping Ethics Policy to include the new process.<br>• Provide a memo or training to employees and supervisors to explain the new process. | | |
| 2 | The Payroll Manager, or designee, reviews the bi-weekly payroll earnings reconciliation to help ensure accuracy. | The Payroll Manager, or designee, does not review these bi-weekly payroll reconciliations, which entails comparing amounts from the payroll register to the check register to identify variances. Not performing this review might lead to potential miscalculations or errors. | The Payroll Manager, or designee, should implement a control to review the bi-weekly payroll reconciliations performed. The review should verify that the reconciliation is complete and accurate. This review should occur within about one week from the date of preparation, and the reviewer should document evidence of their review via Munis, email, or physical sign-off. | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| 3 | The Payroll Manager reviews the Separation Action Report to verify that all final payments to employees are accurate. | One of the seven selected terminating employee payouts that we reviewed did not include Payroll Manager review of the Separation Action Report, which shows the employee's job history with the City and their final salary. This report is run out of Munis each pay period to show employees who have terminated from the City. Without a full review of this report, an employee's final payout may be processed with errors. | Although we identified only one instance where the Payroll Manager did not review a Separation Action Report, the City needs to stress the importance of fully implementing this control. The City should implement a process where the processor of final payments to employees must have the reviewed and signed Separation Action Report to authorize payment processing. The Payroll Manager should provide this report to the payment processor (i.e., the Payroll Supervisor or other payroll employee aside from the Payroll Manager) either electronically or physically. | Low | Low |
| 4 | Each pay period, the Payroll Manager reviews the "Employees Not Processed" report, and the Payroll Supervisor reviews a report showing all employees who worked over 80 hours in the pay period to ensure accuracy. | For the six months that we reviewed, neither report indicated evidence of review and approval. The "Employees Not Processed" report helps to show active employees who were not included in the payroll period. The report showing employees who worked over 80 hours helps to assess whether the time entered for these employees was accurate given that 80 hours is the standard number of hours in a pay period. Not completing these reviews could result in payroll errors not being identified timely and inefficiencies after processing to correct errors. | Although the Payroll Manager and Payroll Supervisor may have reviewed their respective payroll report, both employees should document evidence of their reviews and approvals to demonstrate that the review took place and that any potential issues were investigated and resolved, if applicable. Both employees should document evidence of their review via Munis (or Kronos if applicable), email, or physical sign-off. | High | Low |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| **H.** | **Purchasing and Accounts Payable** | | | | |
| 1 | The City periodically reviews the vendor master list and reviews vendor information after the ITT Department sets up new vendors or changes vendor information. | The City does not perform periodic reviews of the vendor master list or have a formal process for performing an independent review after the ITT Department sets up new vendors or changes vendor information in Munis. This can lead to incorrect or outdated vendor information. Additionally, this could lead the City to work with fictitious vendors or make payments to vendors with incorrect or fraudulent information. | At least annually, the City should review its vendor master list to verify whether the vendors appear to be legitimate City vendors and whether any vendors can be removed from the list if the City no longer uses their services. The City should designate an employee within the Central Purchasing Office to perform this review, and the employee should document their review along with any action items required resulting from the review.<br><br>After the ITT Department sets up a new vendor or changes vendor information, an employee within the Central Purchasing Office should perform a review to verify that the vendor information is complete and accurate and that all new vendors are appropriate. Performing this review will also help to ensure that the purchasing process can run smoothly later when the City purchases goods or services from these vendors. The employee performing this review should document their review by adding a note within the vendor file in Munis or by making a vendor addition/change workbook to track when they completed their reviews. | High | Moderate |
| 2 | The City periodically analytically reviews purchasing activity by department to identify potential unusual purchases or anomalies. | The City does not perform any purchasing activity review, which could lead to missed opportunities to investigate potential unusual purchases or anomalies. | The City should design a process to review, at least semi-annually, purchasing activity, which might include the following steps: | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | • Generate an Excel workbook from Munis for the period under review to include all purchasing transactions.<br>• Create a pivot table to review purchases by department and review for any unusual spikes in purchasing activity or dollar amounts.<br>• Create a pivot table to review purchases by vendor and review for any unusually large number of transactions and large dollar amounts or any unusual vendors.<br>• Research any items that warrant further investigation.<br>• The analysis preparer should then email their supervisor alerting them that they completed the analysis and should include any action items resulting from the analysis. | | |
| 3 | The City performs a three-way match between the purchase order, vendor invoice, and receiving documentation to ensure that vendor invoices are supported by, and consistent with, a properly approved purchase order and that the goods/services were received. | Currently, the City does not perform a three-way match for purchases, which is not consistent with the Three-Way Match Memo from July 2019. It might also lead to inaccurate or incomplete purchases of goods as the receiving documentation was not compared to the purchase order or invoice. | As the City already has a comprehensive design for the three-way match process, the City should conduct a training with relevant employees to refresh their understandings of this process along with their roles and responsibilities to help make this control effective. This training should include:<br>• Definition of Three-Way Match: A definition of the three-way match process, which involves matching the purchase order, receiving report, and invoice to ensure that the invoices ties to a properly approved purchase order and the goods or services received match the amount invoiced. | High | High |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | • Importance of Three-Way Match: An explanation of why the three-way match process is important, including how it helps prevent fraud, errors, and overpayments.<br>• Process Steps: A detailed overview of the three-way match process, including the steps involved in matching the purchase order, receiving report, and invoice.<br>• Common Issues: Common issues that can arise during the three-way match process, such as discrepancies between the purchase order, receiving report, and invoice, and how to research and resolve them.<br>• Munis Requirements: Any Munis requirements for conducting the three-way match process, including the use of specific tools within Munis. | | |
| 4 | For purchase card (P-Card) purchases, a department manager pre-approves items to be purchased. | Based on interviews performed, there is not a consistent process in place requiring department managers to pre-approve P-Card purchases, prior to their direct reports incurring expenses. | The City should add a process for P-Card purchases to be pre-approved by an appropriate employee within each department. The pre-approval should be documented within Munis to align with current procurement processes. These pre-approvals serve to increase financial control over purchases, help to prevent fraud or P-Card misuse, and help to improve transparency.<br><br>Also, as part of the pre-approval process, either the requestor or approver should check their department's budget availability prior to making the purchase to verify whether the department has | Moderate | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
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| | | | sufficient funds for the purchase. This budget verification should also be documented within Munis. | | |
| 5 | Monthly, the Procurement Analyst reviews the P-Card transaction report from Wells Fargo. | During our review of six months of P-card transaction reports, we did not find any evidence of review and approval. | Although none of the reports reviewed from FY2024 showed evidence of review and approval, the Procurement Analyst has implemented this control starting in FY2025. They should continue to conduct and document these reviews to help strengthen the City's monitoring controls and to document and investigate potential issues within this report. | Low | Low |
| **I.** | **Revenue and Billing** | | | | |
| 1 | The City's Parking Division efficiently and effectively provide customer invoices to all customers. | During our interviews, we learned that the Parking A/R Accountant has to manually type and send about 600 invoices via email each month since there is not an automated way to send invoices in E1, which is the system that the City uses for billing customers. | The City should consider implementing a more modern customer billing system or inquire whether Munis has customer billing capabilities. Upgrading to a more modern system will help to better automate the monthly billing process, which will help limit the potential for human error. Upgrading to a new system will also free up the A/R Accountant to perform other responsibilities. | High | Moderate |
| 2 | For the Utilities Division, billers will review various billing reports (such as the "High Low" or "Mismatch" reports) weekly for inconsistencies and anomalies before sending invoices to customers. | During our review of 14 High Low and Mismatch reports, seven had no evidence of billers' reviews and approvals. Without documentation to formally indicate that the billers sufficiently completed this review, there could be risk that a review did not occur and potential issues were not identified and researched. | Although billers may have reviewed the billing reports that we reviewed, these billers should document evidence of their reviews and approvals to demonstrate that the review took place and that any potential issues were investigated and resolved, if applicable. Billers should document evidence of their review via Munis, email, or physical sign-off. | High | Moderate |

| | Control Objective | Control Issue | Recommendation | Likelihood of Occurrence | Impact of Occurrence |
|---|---|---|---|---|---|
| 3 | For the Parking Division, the A/R Accountant prepares invoices monthly, and a second Accountant reviews the invoices before being sent to customers. | During our review on monthly invoices over six months, there was no evidence of Accountant review and approval. Without documentation to formally indicate that the Accountant sufficiently completed this review, there is risk that the review did not occur and potential issues were not identified and investigated. The risk of errors in the originally prepared invoices is also high given the manual process of the A/R Accountant preparing the invoices, which makes the independent review even more important. | Although the Accountant may have reviewed the invoices that we reviewed, they should document evidence of their review and approval to demonstrate that the review took place and that any potential issues were investigated and resolved, if applicable. The Accountant should document evidence of their review via Munis, email, or physical sign-off. | High | Moderate |


MOSSADAMS

City of Santa Fe

# Paseo Real Water Reclamation Facility Master Plan

## Public Works/Public Utilities Committee

PRWRF CIP Prioritization and New WRF Considerations

DECEMBER 2, 2024



# Overview of Tonight's Topics

1. Review PRWRF phased CIP
2. Compare to New WRF concept
3. Preliminary recommendations

# Key takeaways

1. PRWRF should be re-rated to 7 million gallons per day (mgd) flow and associated influent loadings

2. PRWRF Master Plan defines a clear path for meeting current and anticipated discharge permit limits at PRWRF under future flow and load conditions

3. Cost to construct New WRF would be significantly higher; New WRF may facilitate some non-monetizable benefits

4. Solids management and San Juan-Chama Return & Reuse Pump Station stays at PRWRF site (with or without new WRF)

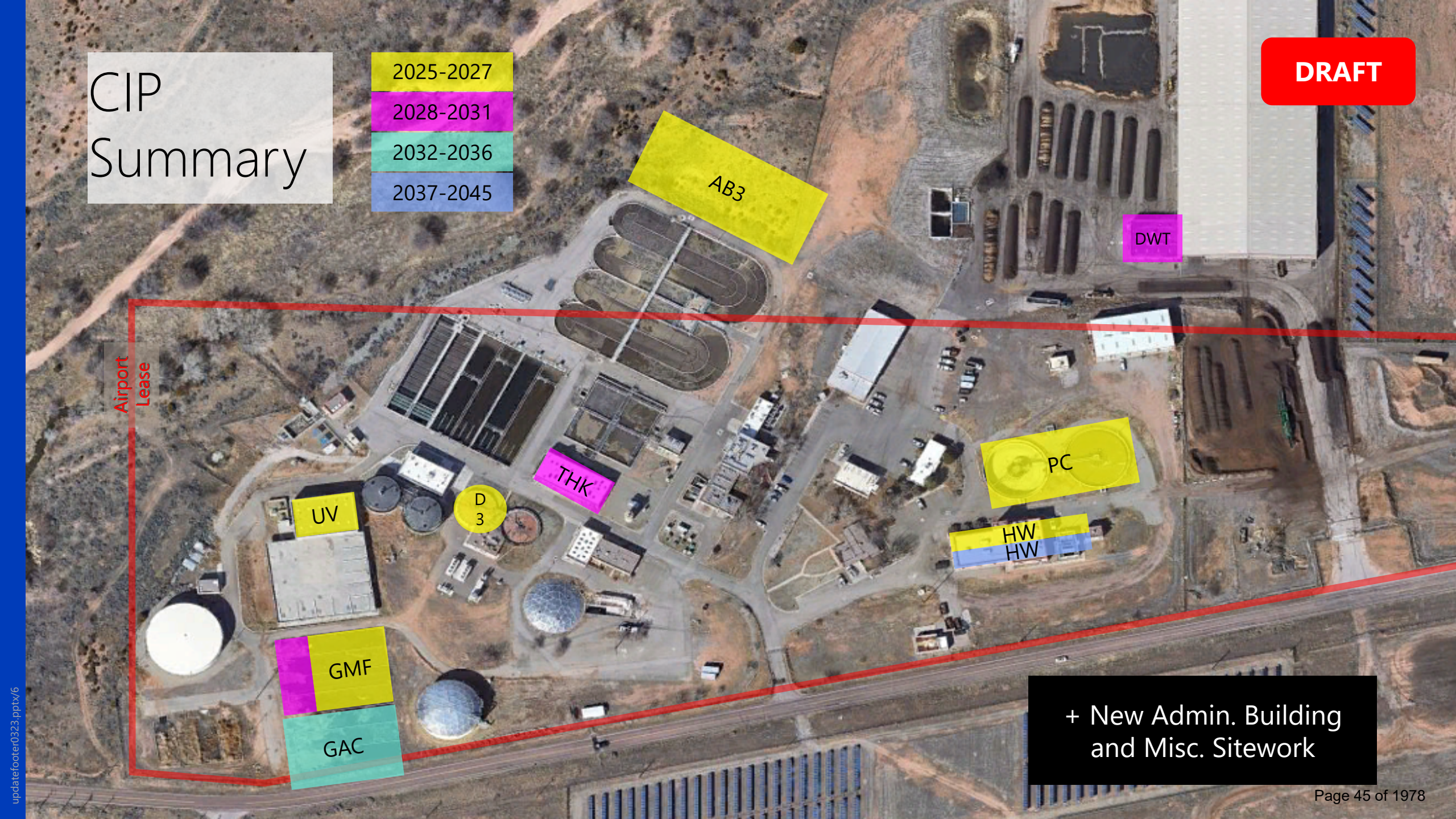
5. Recommend initiating “no-regrets” capital projects at PRWRF and continuing assessment of merits of a New WRF

# PRWRF Improvements

## Baseline Scenario (No New WRF)

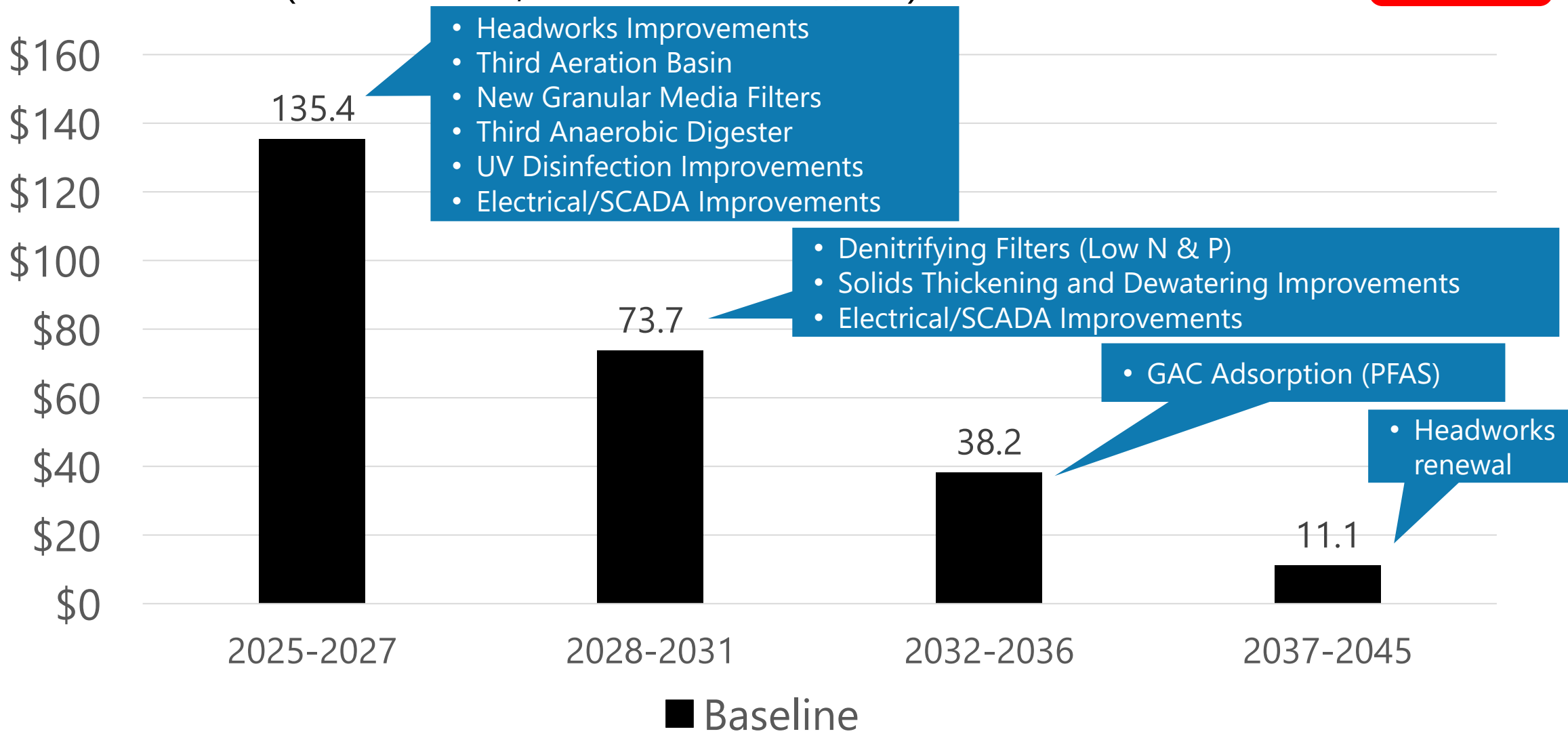

Aeration Basins (North and South)
Filtrate Equalization Tank & Pump Station
Biosolids Composting
Secondary Clarifiers
Biosolids Dewatering
Outfall to Santa Fe River
Reuse Pump Stations
Airport Lease
Effluent Reaeration
Administration Building
Primary Clarification
UV Disinfection
Anoxic Selectors
Anaerobic Digesters
Grit and Grit Blower Building
Lab
DAF Building
Tertiary Filtration
Headworks
Gas Cleaning and Cogen Engines
2 MG Reuse Tank and Pump Station

# CIP Summary


2025-2027
2028-2031
2032-2036
2037-2045
DRAFT
AB3
DWT
Airport Lease
THK
D 3
UV
PC
HW
HW
GMF
GAC
+ New Admin. Building and Misc. Sitework

# PRWRF CIP (Baseline; Escalated $M)

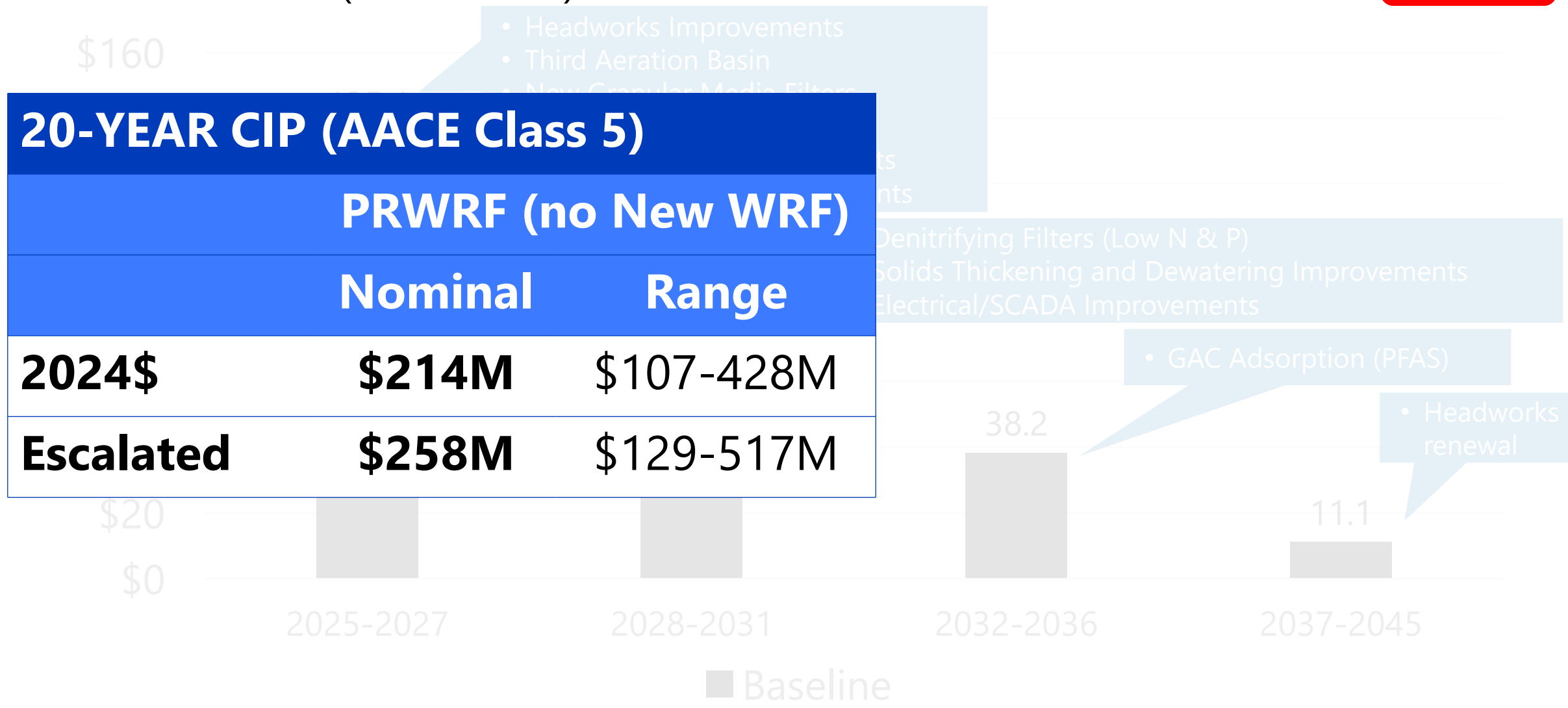
DRAFT



# PRWRF CIP (Baseline)

DRAFT

| 20-YEAR CIP (AACE Class 5) | | |
|---|---|---|
| | PRWRF (no New WRF) | |
| | Nominal | Range |
| **2024$** | **$214M** | $107-428M |
| **Escalated** | **$258M** | $129-517M |



# New WRF

# Key Assumptions

Siting:  across Santa Fe River from PRWRF

Solids management (digesters, thickeners, gas cleaning, compost) remains at PRWRF

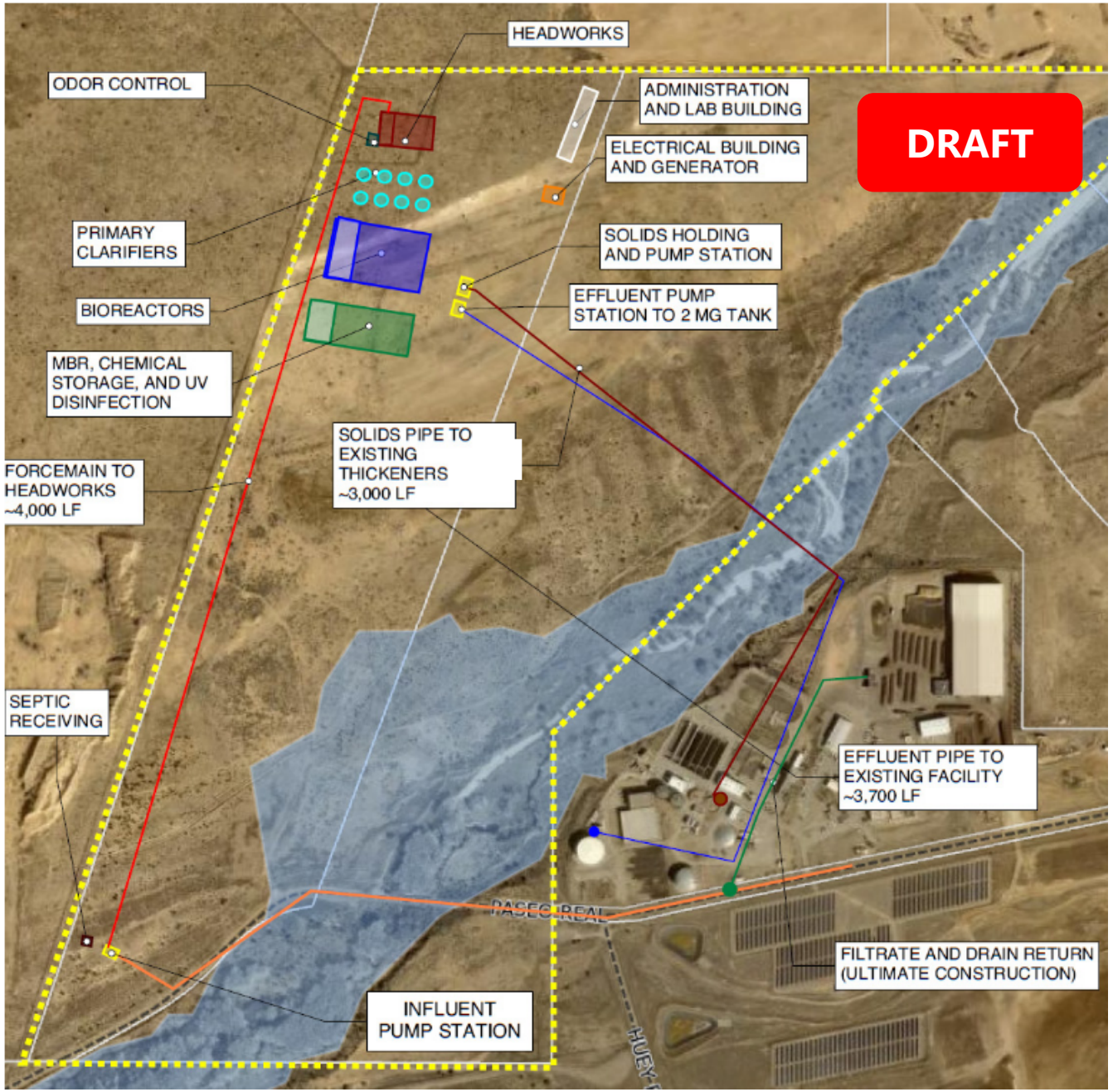
SJC Return / Reuse Pump Station remains at PRWRF

Construct new WRF in 2-mgd phases

# Preliminary Site Layout

**Site challenges that affect project costs:**

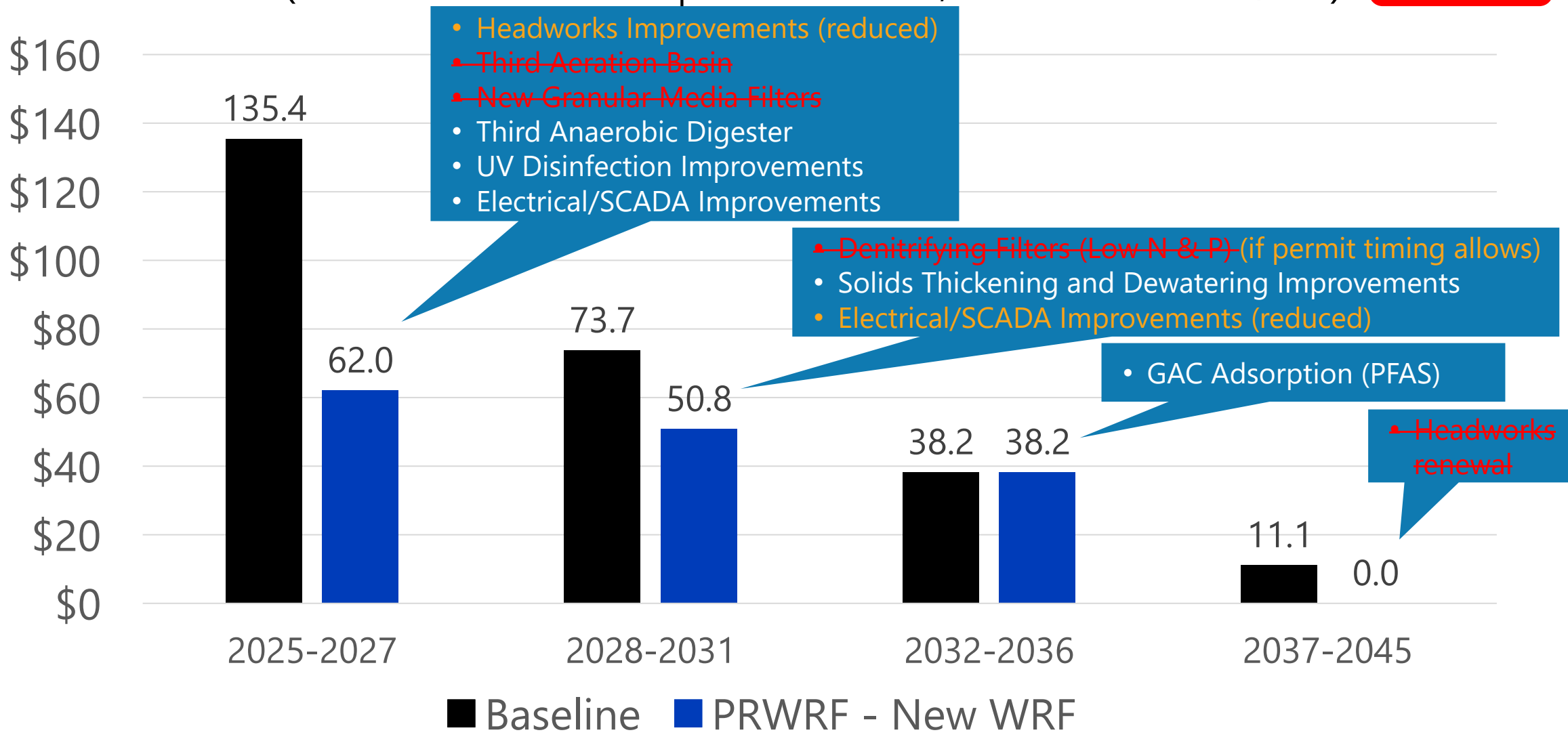
- Topography / excavation
- Floodplain
- Flow transfer between PRWRF/New WRF sites




Biosolids Composting
Aeration Basins (North and South)
Filtrate Equalization Tank & Pump Station
Airport Lease Boundary
Biosolids Dewatering
Secondary Clarifiers
Outfall to Santa Fe River
Reuse Pump Stations
Effluent Reaeration
Administration Building
Primary Clarification
UV Disinfection
Anoxic Selectors
Anaerobic Digesters
Grit and Grit Blower Building
Lab
DAF Building
Tertiary Filtration
Headworks
Gas Cleaning and Cogen Engines
2 MG Reuse Tank and Pump Station

# PRWRF CIP (If new WRF is phased in; Escalated $M)

DRAFT



# PRWRF CIP (If new WRF is phased in)

DRAFT

| 20-YEAR CIP (AACE Class 5) | | | | |
|---|---|---|---|---|
| | PRWRF (no New WRF) | | PRWRF (if New WRF) | |
| | Nominal | Range | Nominal | Range |
| **2024$** | **$214M** | $107-428M | **$125M** | $62-249M |
| **Escalated** | **$258M** | $129-517M | **$151M** | $76-302M |

# Capital Cost of New WRF

DRAFT

| | | | | |
|---|---|---|---|---|
| **DIRECT COSTS** | | | | |
| Influent Pump Station | 1 | LS | $ 1,300,000 | $ 1,300,000 |
| Septic Receiving | 1 | LS | $ 750,000 | $ 750,000 |
| Headworks (includes coarse screens, fine screens, grit removal and building) | 1 | LS | $ 17,647,626 | $ 17,647,626 |
| Odor Control | 1 | LS | $ 2,210,000 | $ 2,210,000 |
| Primary Clarifiers | 1 | LS | $ 2,400,000 | $ 2,400,000 |
| Secondary Treatment Process (Aeration Basins, Diffusers, Return Pumps (Submersible), Blowers) | 1 | LS | $ 17,242,112 | $ 17,242,112 |
| MBR System (Blowers, Pumps, UV Disinfection, Chemical Addition, Building) | 1 | LS | $ 13,931,929 | $ 13,931,930 |
| Effluent Pump Station | 1 | LS | $ 1,300,000 | $ 1,300,000 |
| Solids Holding Tank and Return Pump Station | 1 | LS | $ 1,560,000 | $ 1,560,000 |
| Operations/ Administration Building (including lab) | 1 | LS | $ 4,860,000 | $ 4,860,000 |
| Electrical Building and Backup Generator (Allowance) | 1 | LS | $ 7,000,000 | $ 7,000,000 |
| | **DIRECT COSTS (excl. NMGRT)** | | | **$ 70,210,000** |
| **ALLOWANCE FOR CONSTRUCTION SERVICES** | | | | |
| Site/Civil/Yard Piping Allowance | 15 | % | | $ 10,531,500 |
| Misc. Structural / Architectural Allowance | 3 | % | | $ 2,106,300 |
| Coatings and Finishes | 0 | % | | $ - |
| Mechanical System Allowance (HVAC, Plumbing, etc) | 7 | % | | $ 4,914,700 |
| Electrical, IC, Programming Allowances | 20 | % | | $ 14,042,000 |
| | **SUBTOTAL (excl. NMGRT)** | | | **$ 101,810,000** |
| Construction Contingency | 35 | % | | $ 35,600,000 |
| | **SUBTOTAL DIRECT COST (excl. NMGRT)** | | | **$ 137,410,000** |
| **GENERAL CONDITIONS, CONTRACTOR MARKUPS, TAXES, AND ESCALATION** | | | | |
| General Conditions Allowance | 15 | % | | $ 20,700,000 |
| GC Overhead and Profit | 20 | % | | $ 27,500,000 |
| GC Bonds and Insurance | 4 | % | | $ 5,500,000 |
| | **TOTAL CONSTRUCTION COST (excl. NMGRT)** | | | **$ 191,110,000** |
| **TOTAL PROJECT COST ALLOWANCES (NON-CONSTRUCTION)** | | | | |
| Engineering, legal, and administrative fees | 10 | % | | $ 19,100,000 |
| Construction Management and ESDCs | 10 | % | | $ 19,100,000 |
| | **TOTAL PROJECT COST (2024 $ excl. NMGRT)** | | | **$ 229,300,000** |
| **NM GROSS RECEIPTS TAX (NMGRT)** | 8.1875 | % | | $ 18,800,000 |
| | **TOTAL PROJECT COST (2024 $ incl. NMGRT)** | | | **$ 248,100,000** |

## New WRF (2-mgd Phase 1 ONLY) (Unescalated $, AACE Class 5)

| | Nominal | Range |
|---|---|---|
| 2024$ | $248M | $124-496M |

## TOTAL COST FOR NEW WRF (Unescalated $)

$248M Phase 1 (2 mgd)

+ $125M for Interim PRWRF Improvements

+ New WRF capacity expansions to 6 mgd (~$230M)

= ~$600M (plus escalation)

# Preliminary Recommendations

# Preliminary Recommendations: Path Forward

1. Initiate **"no regrets"** priority capital improvements at PRWRF ($61M for near-term permit compliance regardless of New WRF)

2. Continue assessment of potential benefits associated with New WRF

3. Thorough condition assessment of PRWRF structural and electrical assets

4. Assess community support and funding/financing opportunities for New WRF → informed go/no-go decision on New WRF

City of Santa Fe

# Paseo Real Water Reclamation Facility Master Plan

## Public Works/Public Utilities Committee

PRWRF CIP Prioritization and New WRF Considerations

DECEMBER 2, 2024



FCS
a Bowman company

## Santa Fe Wastewater Division

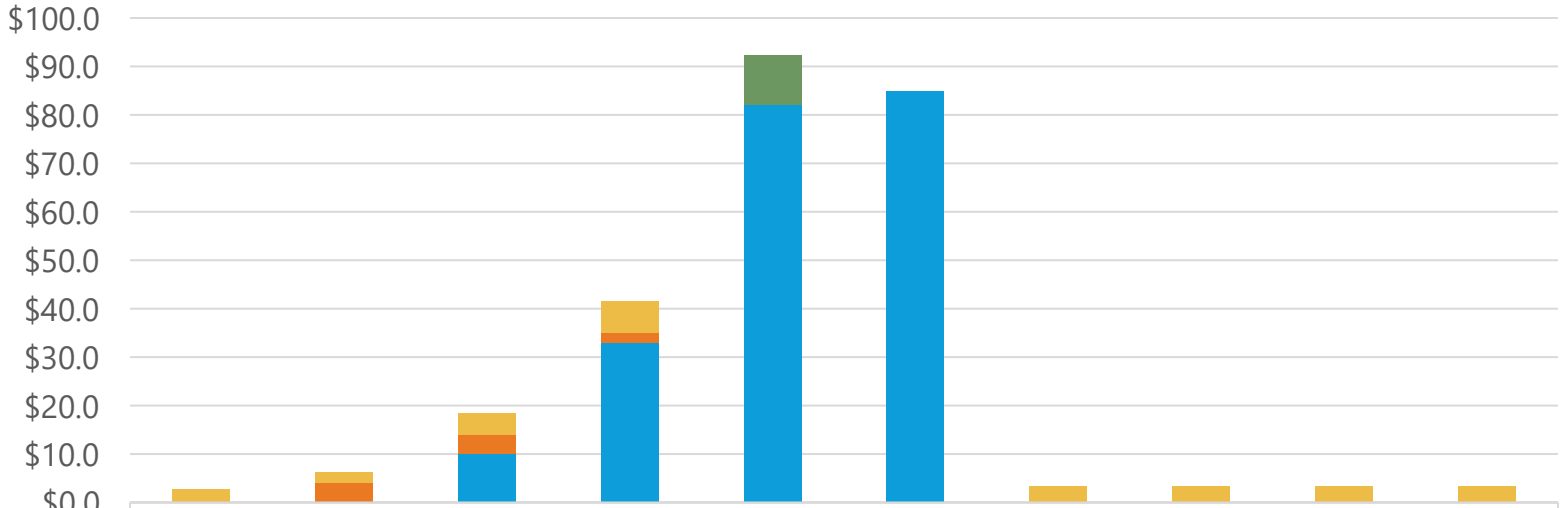
# Current Financing and Rate Projections

# Agenda

- Review Capital Projects
- Expected Fund Balance
- Sources of Capital Funding
- Proposed Revenue Increases
- Expected Fund Balance After Increases
- Expected Debt Coverage After Increases
- Residential Bill Impacts
- Comparison to Surrounding Wastewater Providers

# Wastewater's will spend $260 million over the next ten years vs. $8.6 million in last year's forecast.

*Capital project spending in $ millions (2024 dollars)*




| | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 |
|---|---|---|---|---|---|---|---|---|---|---|
| Retire 2019 Bonds | | | | | $10.3 | | | | | |
| Other Projects | $2.7 | $2.2 | $4.5 | $6.5 | | | $3.5 | $3.5 | $3.5 | $3.5 |
| WWTP Remediation | | $4.0 | $4.0 | $2.0 | | | | | | |
| New Facility | | | $10.0 | $33.0 | $82.0 | $85.0 | | | | |

**New WWTP Facility** costs are $210M (est.), although engineering estimates are still being addressed. These costs would address only the 1st module, approximately 2 MGD.

**WWTP Remediation** concerns the existing plant and are projects required for regulatory compliance, totaling $10m here.

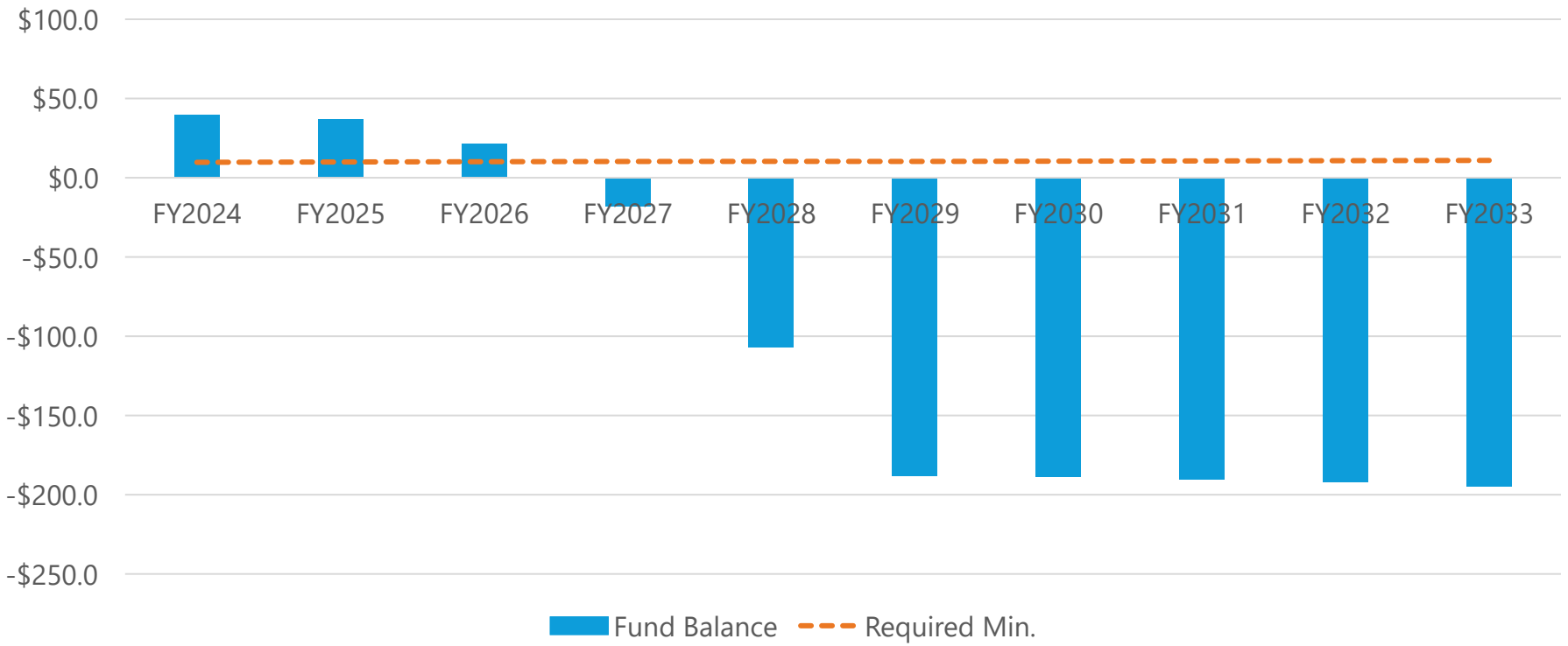
**Other Improvements** include normal pipeline replacements, vehicles, and misc. needs.

**2019 Bonds** – exercising call option to reduce annual debt service obligations.

**Inflation** may bring the total closer to $266 million.

# Wastewater cannot afford to fund the capital projects without additional financing and rate increases

*Projected fund balance without rate increases or financing ($ million)*

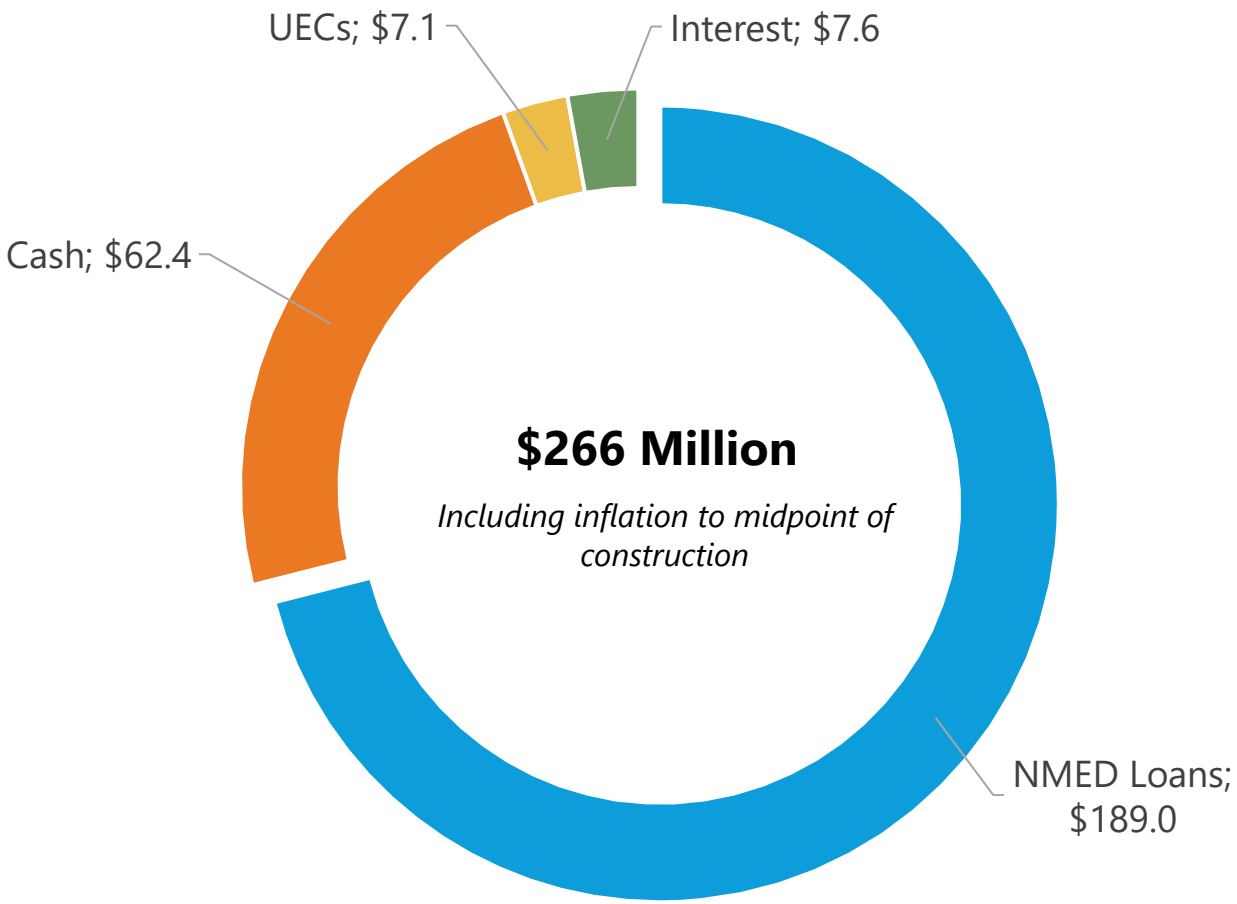



**Cash** would fall into negative territory by FY2027, bottoming out around ($200m) by FY2033.

**Min. Reserves** average $10.3 million per year. They include 120 days of operating expense, a $3M emergency reserve, and a $2M rate stabilization reserve.

# Wastewater will finance the capital improvements with a combination of NMED loans and cash.

*Funding sources for FY2024-FY2033 in $ millions*



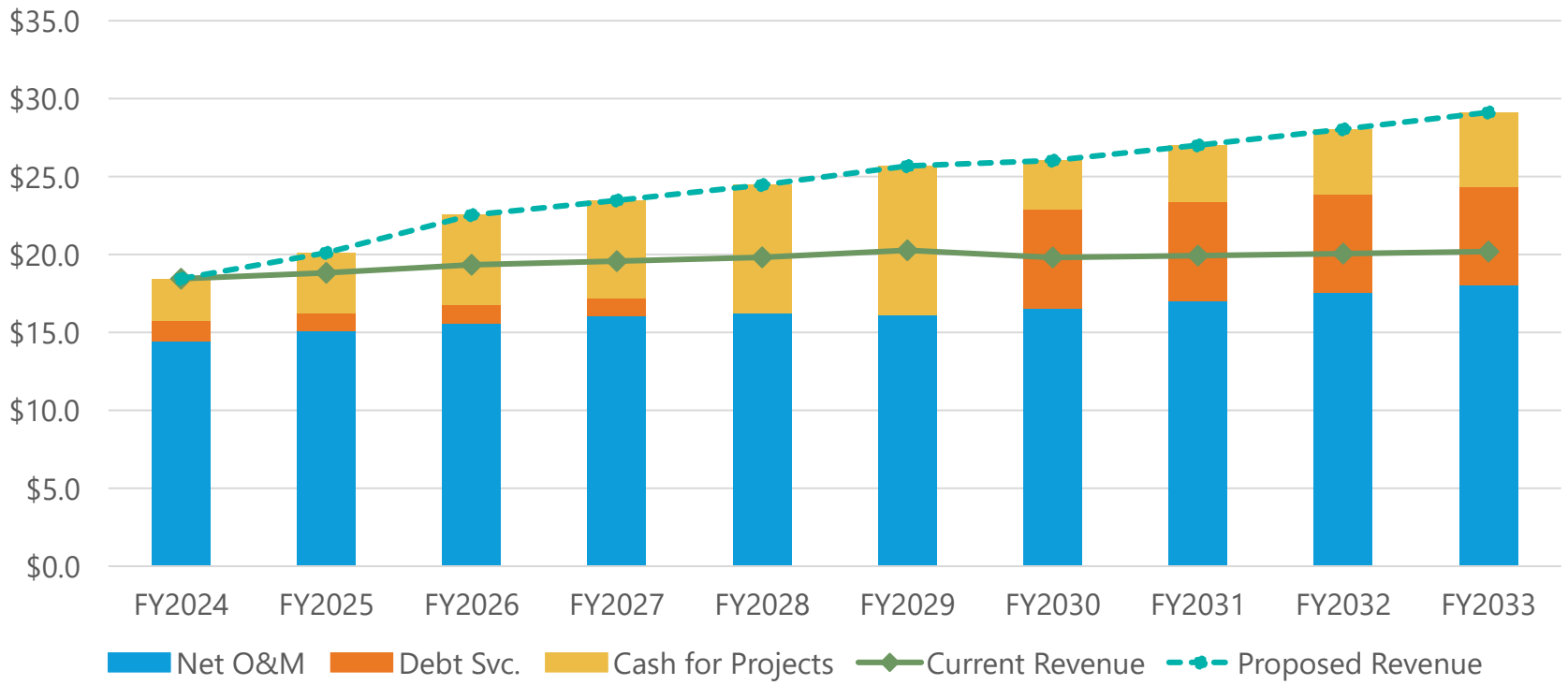

**NMED Loans** currently approved for $114M, but the State has indicated willingness to lend more. $189M assumed for now at 0.01% interest.

**Cash** only $30m available now, so an additional $32.4 million will need to be generated from increased rates unless other sources (i.e., grants) become available.

**UEC and Interest** make up a smaller portion of the funding mix, almost $15M.

# Supporting the financing and cash contributions to projects will require higher rates

*Annual costs compared to current and proposed revenue in $ million*



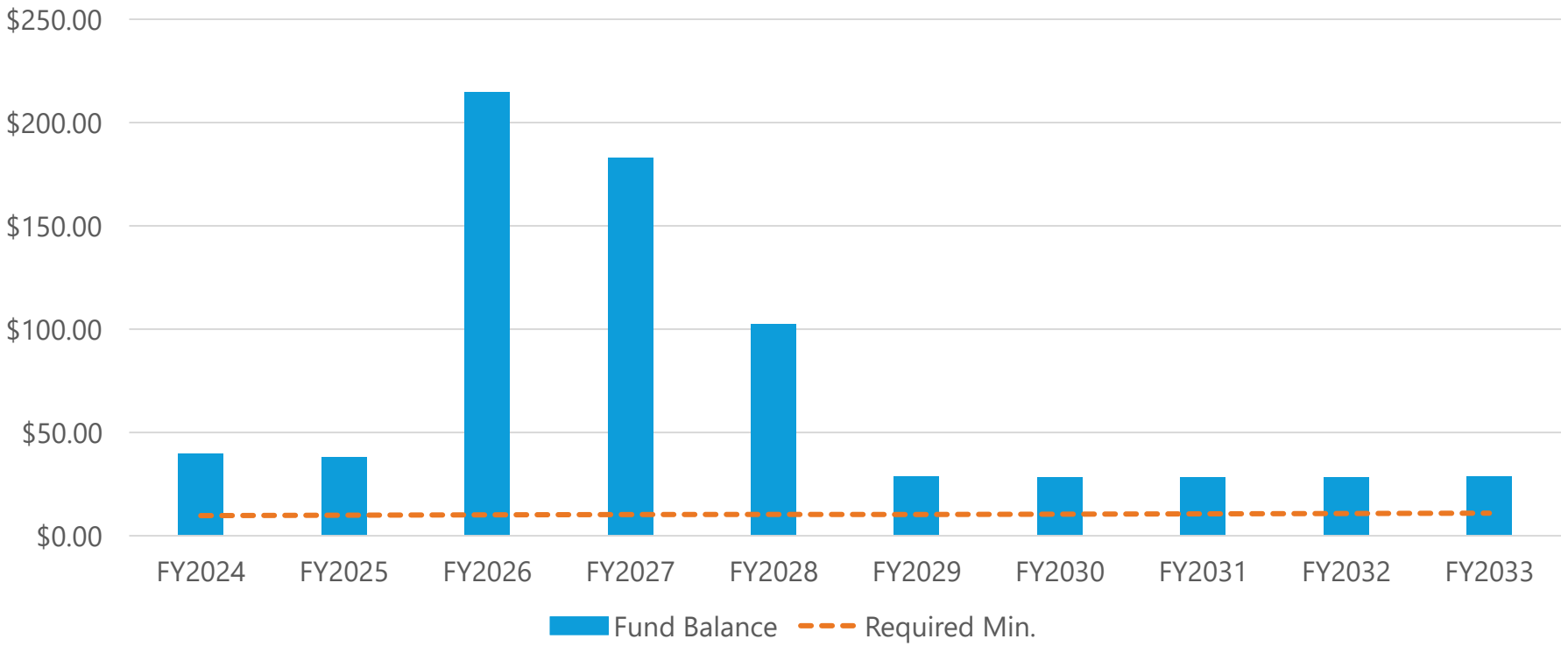

**Revenues** include those from rates, Environmental GRT, and misc. revenue. About 75% of revenue is from rates, increasing to 80% with the proposed increases. It also includes assumption of effluent sales to MRC, CLC, and SF CC.

**Debt service** on the NMED loan can be deferred to completion of Module 1, est. 2030. Estimated payments are $6.3M per year x 30 yrs at 0.01% interest.

**Cash for Projects** the rates generate the revenue to produce an additional $32.4 million cash for project funding.

# Wastewater cash reserves will remain positive and position Santa Fe for sustainable finances

*Projected fund balance <u>after</u> rate increases and financing ($ million)*

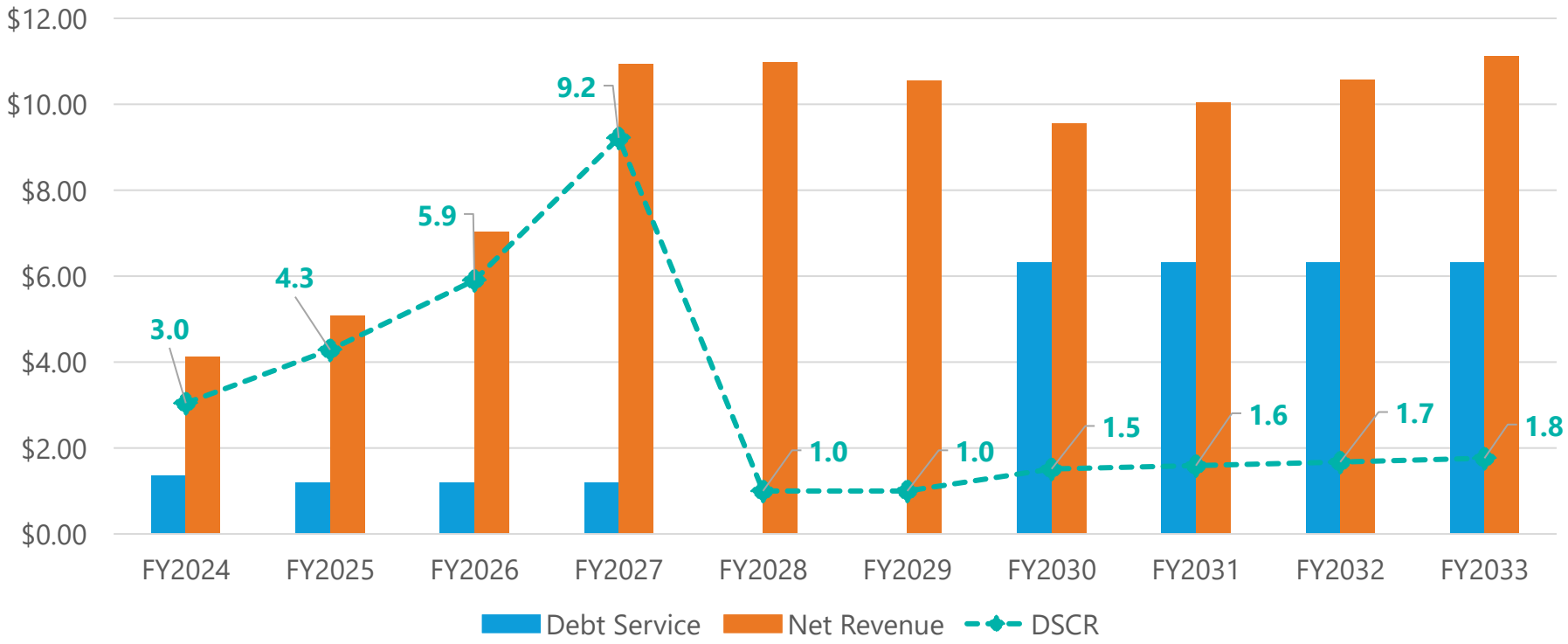



**Balances** will jump up as loan proceeds are deposited to pay for project expenses.

**Min. Balances** are unchanged and still include 120 days of operating costs, $3M in emergency reserves, and $2M in rate stabilization.

# The NMED debt service is deferred to FY2030 and the annual payment is manageable

*Projected debt service, net revenue, and DSCR ($ million)*



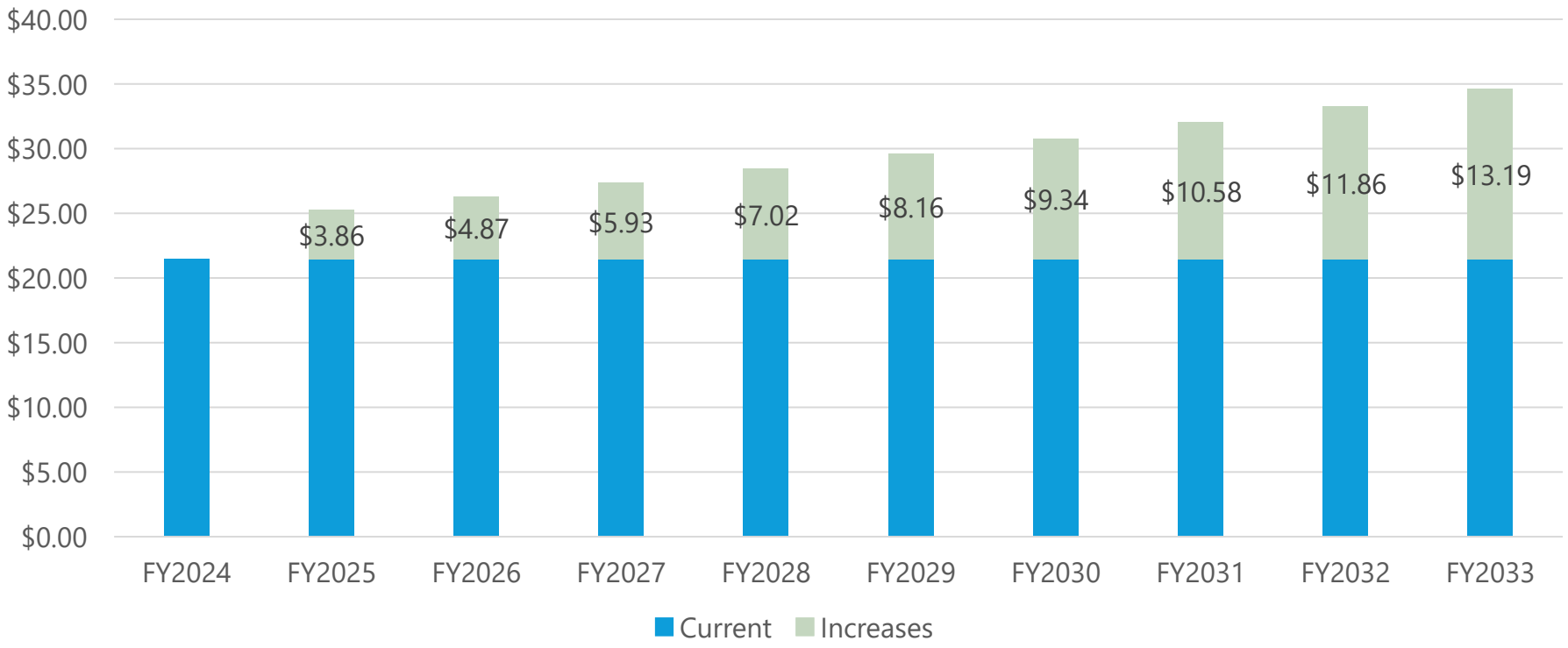

**Debt Service** is the principal and interest payments on the outstanding debt. There is no payment in FY2028-29 due to retirement of the Series 2019 (existing bond).

**Net Revenue** is the operating income available for payment of debt service.

**DSCR** is "debt service coverage ratio" achieved by dividing net revenue by the debt service. A minimum DSCR of 1.5x has long been a financial policy for Santa Fe utilities.

# The rate increase for a typical residential customer is approximately $3.86 for January 2025

*Projected impact on typical residents' monthly sewer bills*




**Typical Residents** use about 3,000 gallons per month

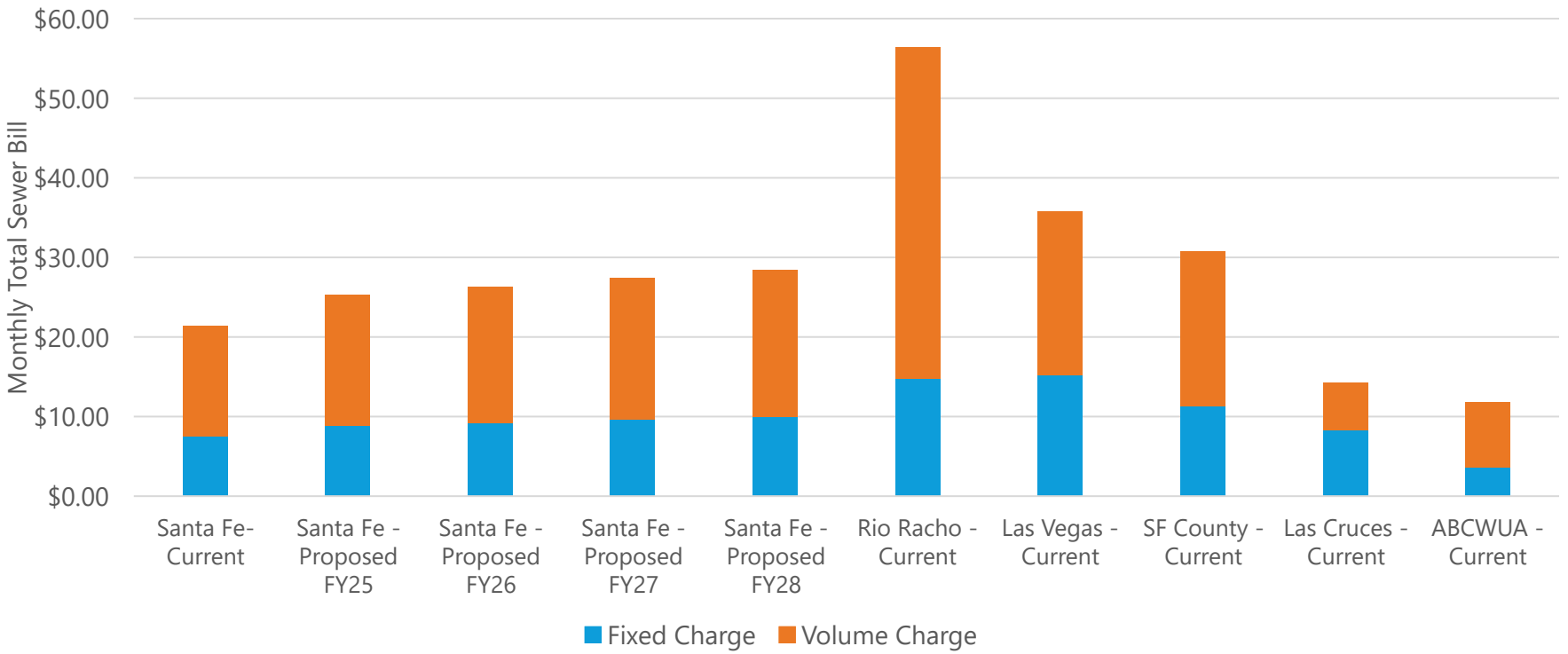
**Rate Structure** includes a $7.53 per month base charge, plus a rate of $4.64 per 1,000 gallons (measured as the customer's avg. winter water usage).

**Increases** are assumed to affect both the base charge and volume rate equally.

** FY2025 only includes January – June.*

# Monthly bills in nearby communities are already higher than those proposed in Santa Fe

*Monthly bill comparison for residential customers*




**Bill Comparisons** are for similar residential customers using 3,000 gallons per month and based on rates published in June 2024.

# Thank you!
# Questions?

**Jason Mumm**
**jasonm@fcsgroup.com**

**www.fcsgroup.com**

FCS
a Bowman company

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

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


**Date:** November 20, 2024

**To:** Mayor Alan Webber and Governing Body
Finance, Quality of Life and Public Works & Utilities Committees.

**Via:** Daniel Harnandez, Director, Metropolitan Redevelopment Agency DH

**From:** Nina Nguyen, Asset Development Associate, Office of Economic Development NN

**Subject:** Amendment 5 to Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc.

**Vendor Name:** Santa Fe Recovery Center, Inc.

**Vendor Number:** 2761

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**ITEM AND ISSUE:**
The Office of Economic Development respectfully requests approval of Amendment No. 5 ("Amendment") to Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc. for Buildings 6B-1 and 6B-2 and Building 12 (King Hall) at 1600 S. St. Michael's Drive, Santa Fe, NM. The Amendment, if approved, extends the term of the lease for King Hall to September 1, 2025 and for the Student Apartments to February 1, 2025.

**Action Requested: Please approve Amendment No. 5 to the Amended and Restated Lease Agreement.**

**BACKGROUND AND SUMMARY:**
On November 15, 2019, the City of Santa Fe ("City") and Santa Fe Recovery Center, Inc. ("SFRC"), a New Mexico non-profit corporation, entered into an amended and restated lease agreement (Item #19-0872) to occupy City owned buildings located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design. The lease agreement was for Buildings 6B-1 and 6B-2, an adjacent laundry/office accessory building, and a portion of Building 12 (King Hall). The initial term was six months with two optional terms of six months each.

Amendment No. 1 (August 26, 2020, Item #20-0442) allowed SFRC to occupy 6,000 additional square footage in Building 12 (King Hall) to expand their treatment facility, and adjusted rent and terms for partial vacation of some space. Amendment No. 2 (December 16, 2020, Item #20-0692) allowed SFRC to further expand their operations within King Hall and adjusted the term to end May 31, 2021. Amendment No. 3 (August 31, 2022, Item #22-0415) adjusted rent and extended the term of their lease agreement through November 1, 2023. Amendment No. 4 (November 16, 2023, Item #23-0467) extended the term of their lease agreement through November 1, 2024.

Amendment No. 5 will become effective with the date of final signature and will terminate on February 1, 2025 for the Student Apartments and September 1, 2025 for King Hall, with no provision for extension.

**$$$$$ SOURCE/REVENUE:** ☐**Expense** ☒**Revenue**

The funding source is:
**Munis Org Name/Number:** 5256175
**Munis Object Name/Number:** 460150

**Budget Officer Approval:** Andy Hopkins **Date:** 11/20/2024
**Comment/Exceptions:**

Department Contract Administrator Contact Info: Nina Nguyen, Asset Development Associate, nanguyen@santafenm.gov, (505) 819-1870

**ATTACHMENTS:**

Amendment #5
Amendment #4
Amendment #3
Amendment #2
Amendment #1
Amended and Restated Lease Agreement

**AMENDMENT 5 TO AMENDED AND RESTATED LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's "Extended Residential", "Recovery Housing" and "Social Detoxification" programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term of the Lease Agreement and to reduce rent based on a 2017 appraisal; and

E. On November 8, 2023, Amendment 4 was executed by the Parties to extend the term of the Lease Agreement and to remove the month-to-month tenancy provision if the Lessee was to remain in possession of the Premises after the expiration of the then current term; and

F. The Parties now desire to amend the Lease Agreement to reduce the size of the Premises, reduce the rent accordingly and to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. **Article 1 (PREMISES)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

1. **PREMISES**

Lessor allows Lessee to use, occupy and improve, subject to the terms and conditions of this Lease Agreement, the following:

A. Portions of that certain existing City-owned building known as Building 12 (King Hall) consisting of approximately 20,525 square feet.

B. Certain City-owned buildings known as Buildings 6B-1 and 6B-2 containing 24 two-bedroom apartments of approximately 625 square feet each, and an adjacent laundry/office accessory building of approximately 400 square feet. Total square feet of approximately 15,400 square feet (collectively Student Apartments).

C. And furnishings as contained in the premises described above, all located at 1600 Saint Michaels Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (Premises). Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as the condition of the Premises or as to the use, which may be made thereof.

2. **Article 3 (LEASE TERM)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

A. The term of this Lease Agreement for King Hall shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on September 1, 2025.

B. The term of this Lease Agreement for the Student Apartments shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on February 1, 2025.

3. **Article 5 (RENT)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

5. **RENT**

A. Lessee shall pay Monthly Base Rent for King Hall of $9,789.37 ($117,472.38 annually).

B. Lessee shall pay Monthly Base Rent for the Student Apartments of $7,345.00 ($88,140.00 annually).

C. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier's office, 200 Lincoln Avenue, Room 114, Santa Fe, NM.

Except as specifically provided in this Amendment #5, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the dates set out below,

**Lessor: CITY OF SANTA FE**

By _____
ALAN WEBBER, MAYOR

**Lessee: SANTA FE RECOVERY CENTER, INC.**

By _____
STACY MARTIN, CHIEF EXECUTIVE OFFICER

ATTEST:

By _____
GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Patricia Feghali
By Patricia Feghali (Nov 15, 2024 11:20 MST)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
EMILY K. OSTER, FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM

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# AMENDMENT 4 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term and to reduce rent based on a 2017 appraisal.

E. The Parties now desire to amend the Lease Agreement to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first, second, and third paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**
The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on November 1, 2024.

Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

**Lessor: CITY OF SANTA FE**

By _____
ALAN WEBBER, MAYOR

ATTEST:

By _____ Geralyn Cardenas (Nov 16, 2023 08:46 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/8/2023 XIV

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By Patricia Feghali Patricia Feghali (Oct 18, 2023 15:37 MDT)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 15, 2023 17:26 MST)
EMILY K. OSTER, FINANCE DIRECTOR 5256175.460150
BUSINESS UNIT/LINE ITEM

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**Lessee: SANTA FE RECOVERY CENTER, INC.**

By _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 20th day of OCTOBER 2023, by STACY MARTIN, CEO.

_____
Notary Public

My commission expires:

THOMAS EDWARD BECKER
Notary Public
State of New Mexico
Comm. # 1140663
My Comm. Exp. Jul 11, 2027

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**AMENDMENT 3 TO AMENDED AND RESTATED LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. The Parties now desire to amend the Lease Agreement to extend the term and reduce rent to reflect a current market rental value based on a 2017 appraisal, which has been adjusted for inflation.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first and second paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

> 3. **LEASE TERM**
> The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12.01 a.m. on November 1, 2023.

2. Article 5 (RENT), A (Base Rent) of is Lease Agreement is hereby deleted in its entirety and replaced with the following:

> A. Base Rent. Lessee shall pay monthly Rent of $17,134.37 which is due on the Effective Date and thereafter due in full on the first day of each month during the Term, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

Effective date of this Base Rent shall be June 1, 2022.

Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

**Lessor: CITY OF SANTA FE**

By _____
ALAN WEBBER, MAYOR

ATTEST:

By _____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK
**GB MTG 08/31/2022**

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By _____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Alexis Lotero
Alexis Lotero (Sep 5, 2022 21:40 MDT)
_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM AH
AH

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**Lessee: SANTA FE RECOVERY CENTER, INC.**

By _____
SHERMAN SNYDER, CHIEF FINANCIAL OFFICER

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 16 day of June 2022, by Sherman Snyder, _____.

Dee Ann Briceño-Roybal
Notary Public

My commission expires:

DEE ANN BRICENO-ROYBAL
Notary Public - State of New Mexico
Commission # 1080120
My Comm. Expires Jun 3, 2024

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**AMENDMENT NO. 2 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDMENT NO. 2 to AMENDMENT NO. 1 dated August 26, 2020, and the AMENDED AND RESTATED LEASE AGREEMENT dated November 15, 2019, (Lease Agreement) is made and entered into this _____ day of _____, 2020 by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

**RECITALS**

WHEREAS, the Lessor and Lessee had previously entered into an Amendment 1 and the Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporates two additional residential hallways within the King Hall facility in order spread out their existing population numbers to help mitigate the potential spread of Covid-19 on the Midtown Campus facility for the benefit of their clients;

WHEREAS, the Lessor agrees to allow Lessee the additional use of its buildings and furnishings for the purpose of mitigating the spread of Covid-19, but does so solely to expand the premises with their existing population to afford Lessee the ability to properly socially distance the existing population for drug and alcohol treatment programs;

WHEREAS, the Lessor due to these exigent circumstances and because the population will not increase agrees that while the Premises will be expanded the rental amount will not be changed;

NOW THEREFORE, the parties of this Amendment No. 2 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional two residential hallways within Building 12 (King Hall) in order to spread out their existing population at the Midtown Campus facility to help mitigate the spread of Covid-19 for the benefit of their clients and the City of Santa Fe;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement and the Amendment 1 to read as follows:

**1. PREMISES**

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 20,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) beginning November 1, 2020 by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). This reduction shall only be allowed following a walkthrough scheduled by the Lessee with the Lessor in which the Lessee demonstrates the premises in questions have been vacated.

3. Parties do hereby agree with additional usage there is also necessity to amend existing Article 5 of the Amended and Restated Lease Agreement and the Amendment to read as follows removing B:

**5. RENT**

A. Base Rent Lessee shall pay thirty-five, two-hundred and fifty-five dollars and sixteen cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 2, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Jan 22, 2021 20:03 MST)

_____ GC
GC
YOLANDA Y. VIGIL, CITY CLERK

GB MTG 12/16/2020

CITY ATTORNEY'S OFFICE:

Andrea Salazar
Andrea Salazar (Dec 11, 2020 13:10 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM

LESSEE:
SANTA FE RECOVERY CENTER, INC.

_____
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) SS.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 11th day of December 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

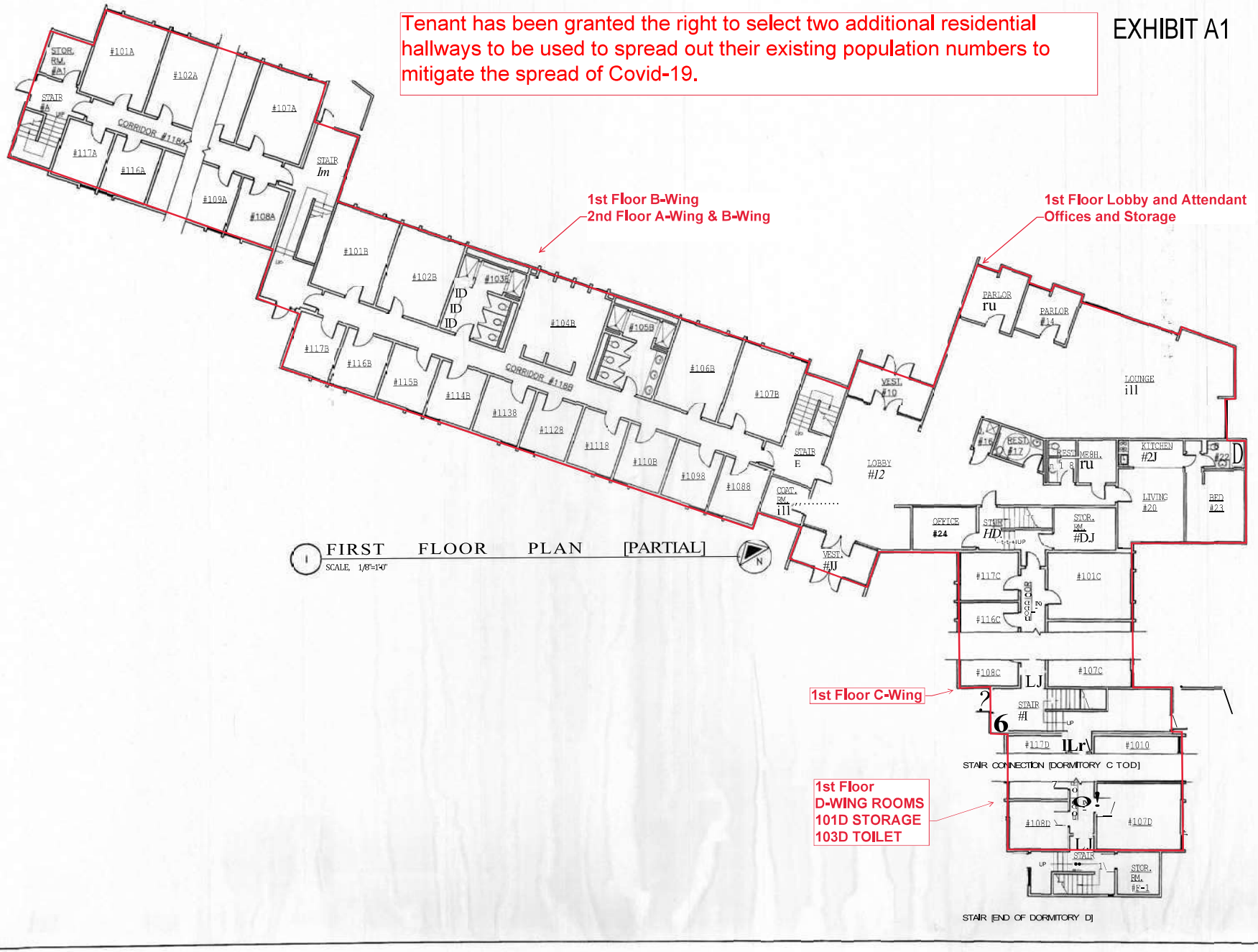
My Commission Expires: 9/27/21

_____
NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

Tenant has been granted the right to select two additional residential hallways to be used to spread out their existing population numbers to mitigate the spread of Covid-19.

# EXHIBIT A1




FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

PLOT DATE
FILE NAME

CLIVER MICHAEL DUTY 1825
REGISTERED ARCHITECT
STATE OF NEW MEXICO

DUTY & GERMANA ARCHITECTS
404 KIVA COURT STE. 6
SANTA FE, NM 87505
PH. (505) [illegible]
FAX. (505) 438-[illegible]

REVISIONS
NO. DATE BY

DATE:
DRAWN BY:
CHECKED BY:

SHEET
A2.0

**AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this 26th day of August, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

**RECITALS**

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

**1. PREMISES**

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing. Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

**5. RENT**

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents (**$35,255.16**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020. Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents (**$31,312.38**) as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this 26th day of August, 2020.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 08/26/2020

CITY ATTORNEY'S OFFICE: GC
GC

Andrea Salazar

ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM AL

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) SS.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 28th day of August 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

My Commission Expires: 9/27/21

NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

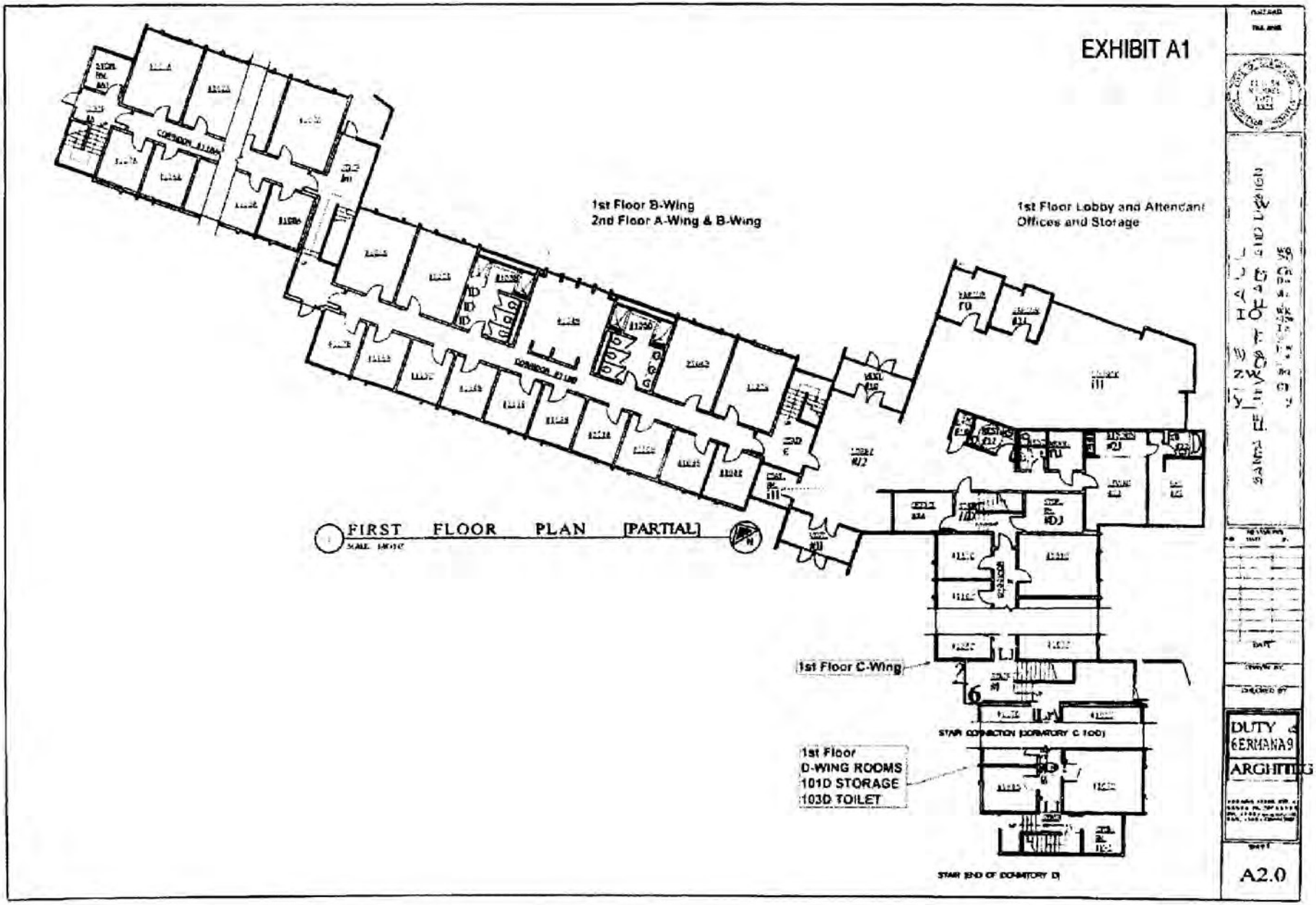


EXHIBIT A1
1st Floor B-Wing
2nd Floor A-Wing & B-Wing
1st Floor Lobby and Attendant
Offices and Storage
FIRST FLOOR PLAN [PARTIAL]
1st Floor C-Wing
1st Floor
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION (DORMITORY C 100)
STAIR (END OF DORMITORY D)
DUTY
GERMANA9
ARCHITECTS
A2.0

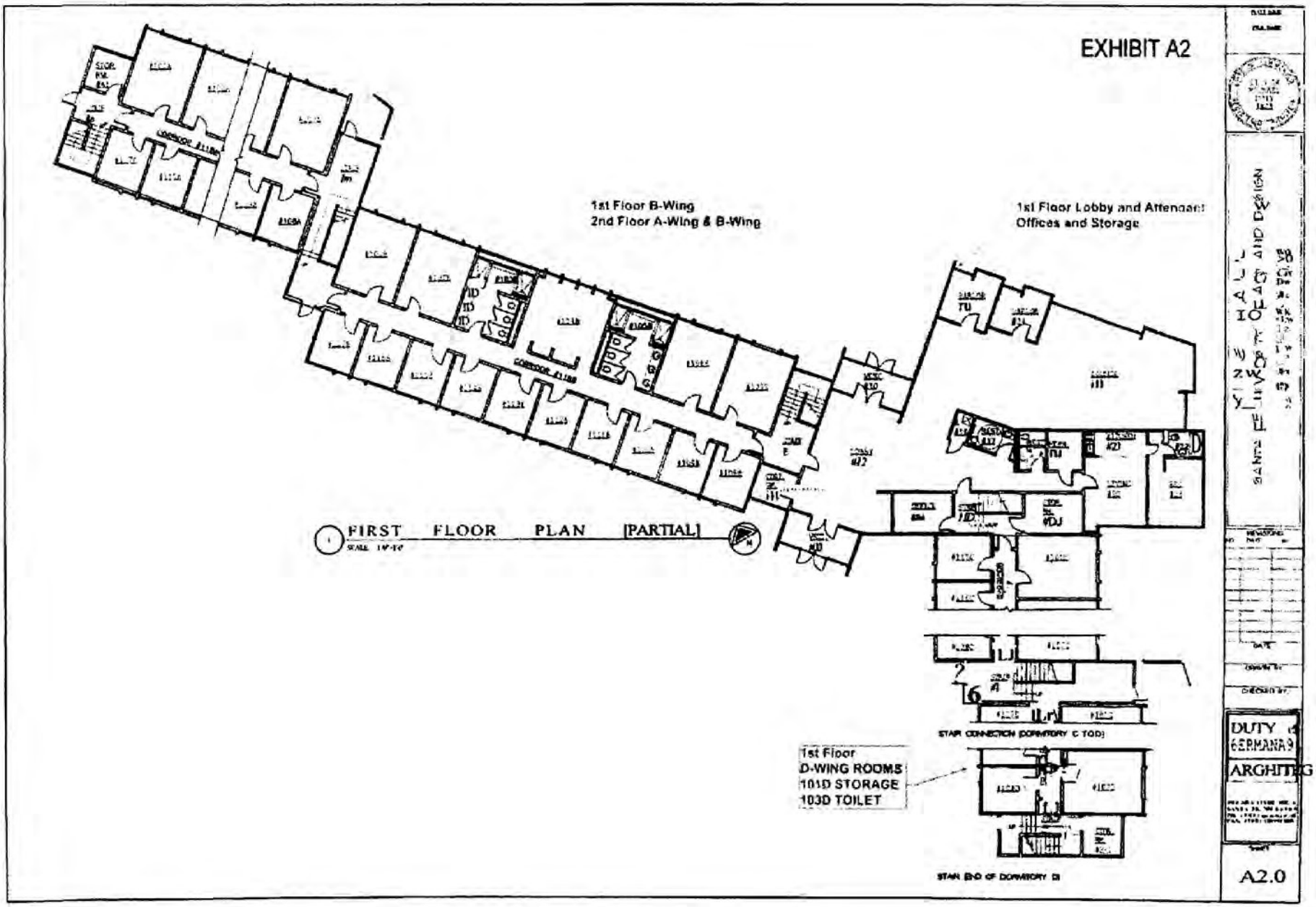


EXHIBIT A2
1st Floor B-Wing
2nd Floor A-Wing & B-Wing
1st Floor Lobby and Attendant
Offices and Storage
FIRST FLOOR PLAN [PARTIAL]
1st Floor
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION (DORMITORY C TOO)
STAIR END OF DORMITORY D
DUTY
GERMANA
ARCHITE
A2.0

ITEM # 19-0872

**AMENDED AND RESTATED LEASE AGREEMENT**
**BETWEEN**
**THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**
**(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

**WITNESSETH:**

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

**1. PREMISES**

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

**2. EFFECTIVE DATE**

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

**3. LEASE TERM**

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

## 4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

## 5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (**$27,988.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in **Exhibit B1** attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

## 6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

## 7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

## 8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

## 9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

## 10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

**11. EASEMENTS**

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

**12. TERMINATION**

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

**13. NOTICE**

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

| To Lessor: | To Lessee: |
|---|---|
| City Manager | Sylvia Barela, Executive Director |
| City of Santa Fe | Santa Fe Recovery Center, Inc. |
| P. O. Box 909 | 4100 Lucia Lane |
| Santa Fe, NM 87504 | Santa Fe, NM 87507 |

**14. NO WAIVER**

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

**15. SEVERABILITY**

In the event that one or more of the provisions contained in this Lease 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.

**16. ENTIRE AGREEMENT**

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

**17. BINDING EFFECT**

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**18. LITIGATION EXPENSE**

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

**19. HEADINGS**

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

**20. APPLICABLE LAW; VENUE**

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease 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.

**21. AMENDMENT**

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

**LESSOR:**
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Coming 11/13/19

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

**LESSEE:**
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: 9/27/21

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

**EXHIBIT A1**

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

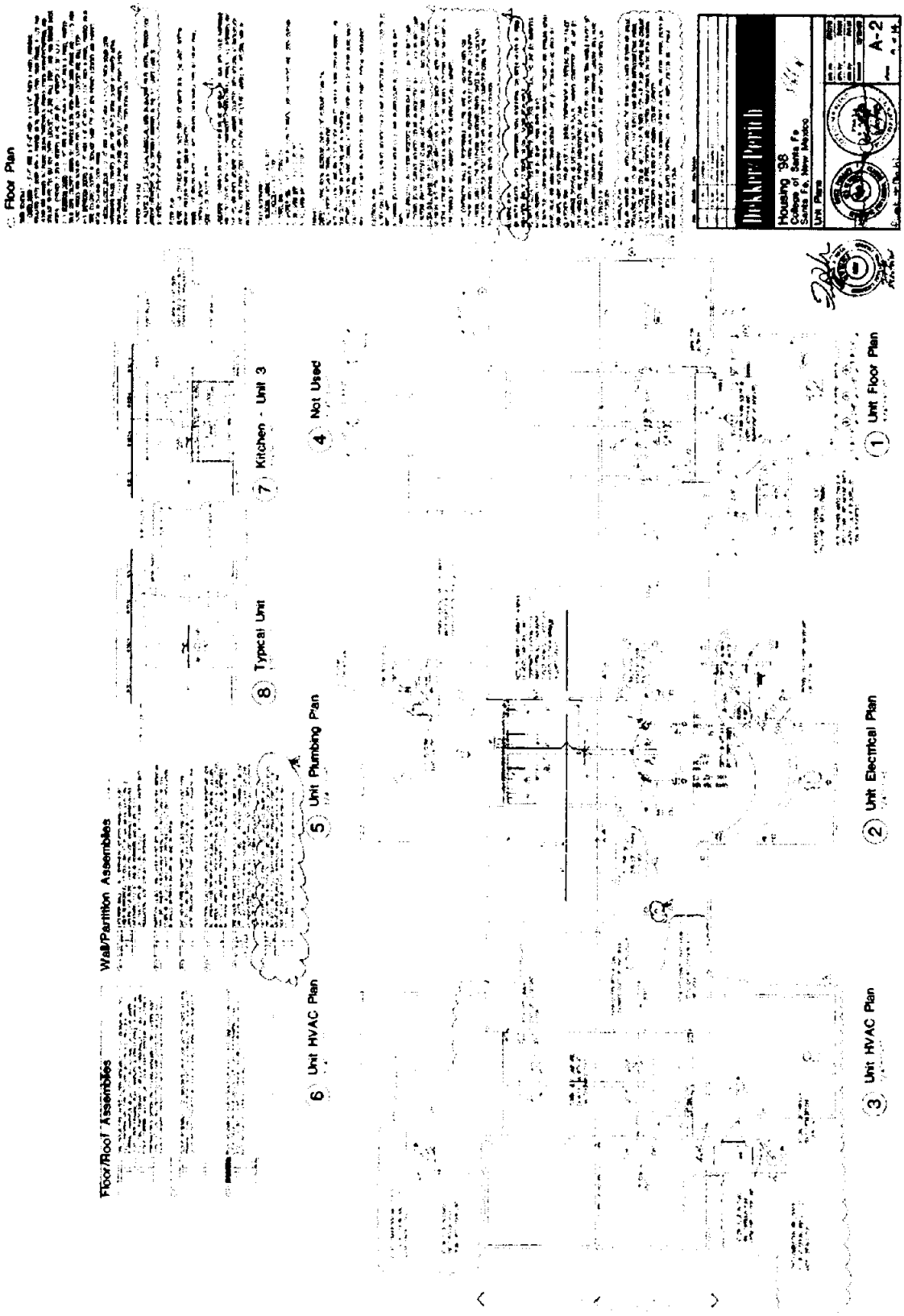
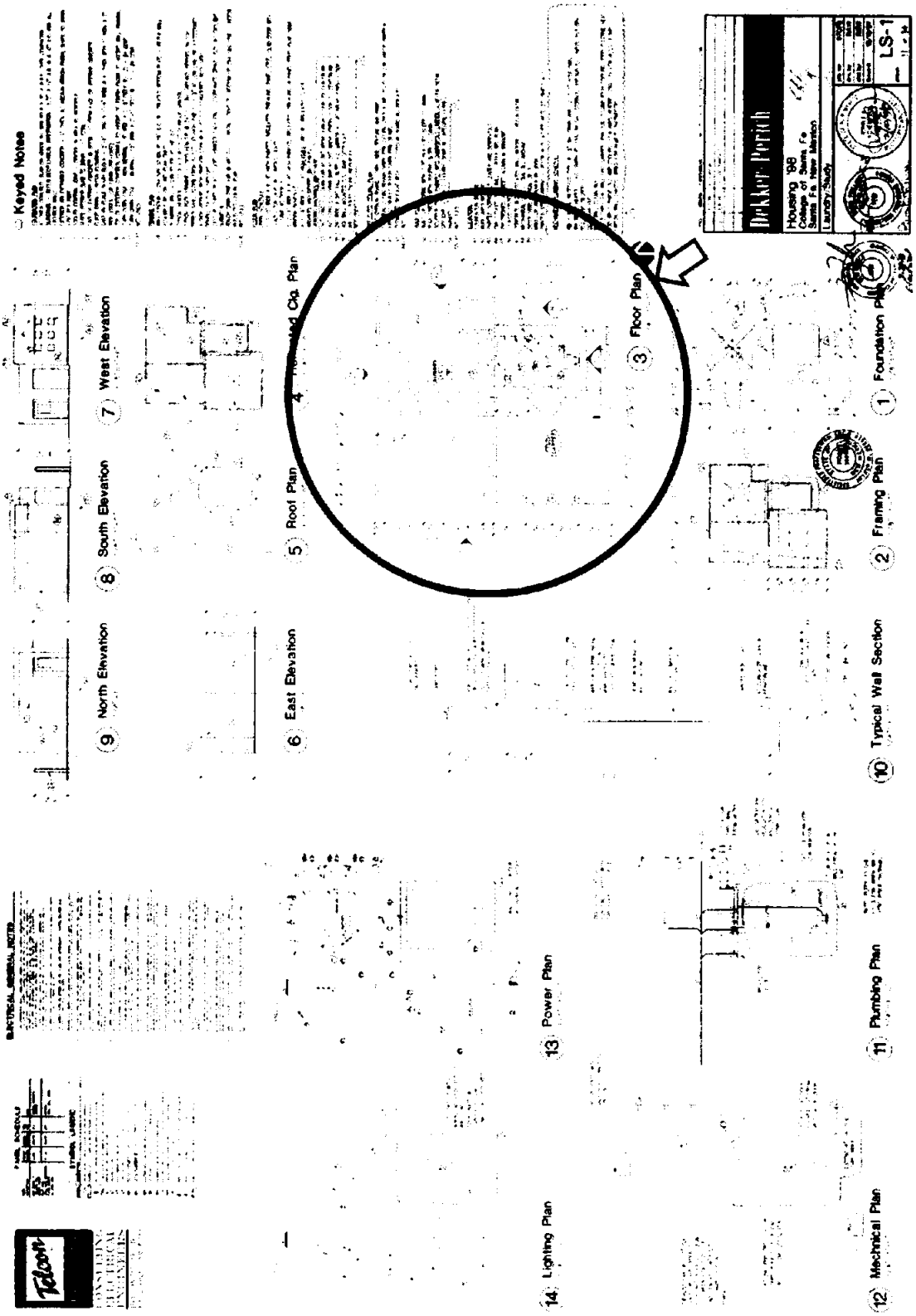
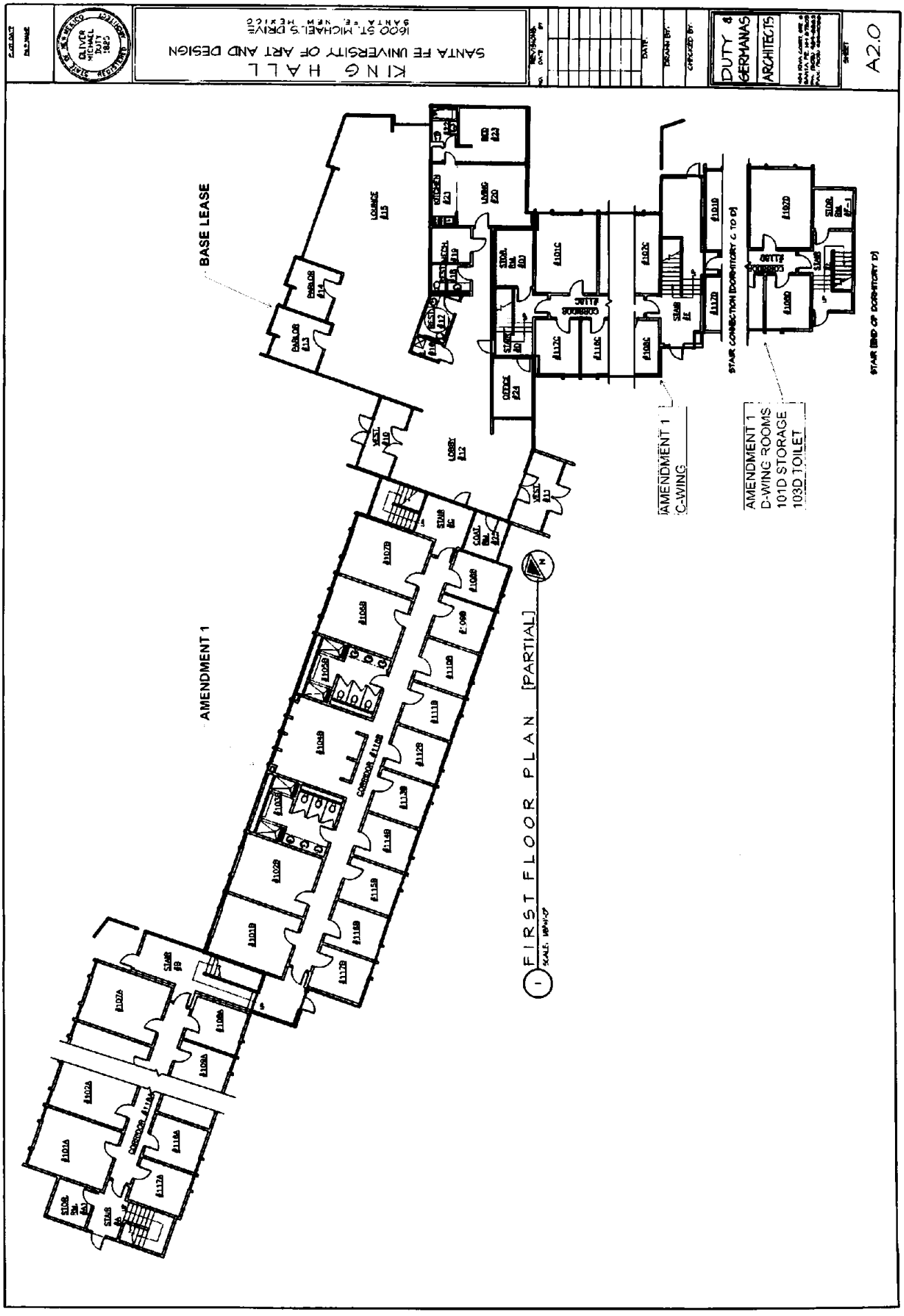


**EXHIBIT A1**
(FLOOR PLAN – LAUNDRY/OFFICE)




KING HALL
SANTA FE UNIVERSITY OF ART AND DESIGN
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO
DUTY & GERMANAS ARCHITECTS
A2.0
BASE LEASE
AMENDMENT 1
AMENDMENT 1
C-WING
AMENDMENT 1
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION DORMITORY C TO D
STAIR END OF DORMITORY D
FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

Pg 10 of 11

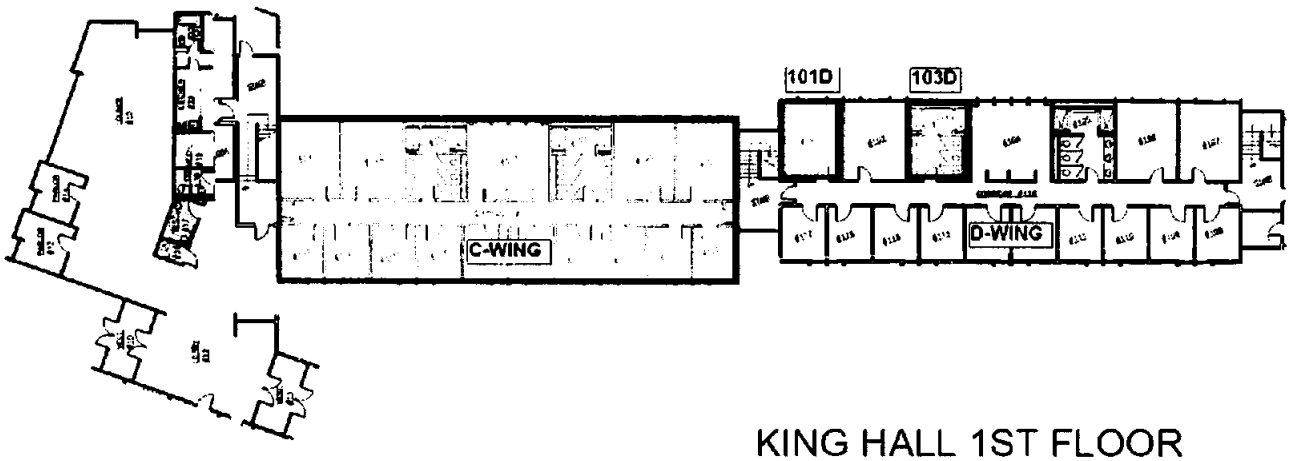
**EXHIBIT B1**

Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
   - cost for each apartment: $700 per apartment;
   - 2 apts x $700/month x 12 months = $16,800

2. Laundry Room: *not livable due to mold and other issues*
   - 400 sq. ft. x $1.11 $/sq. ft. $444.00 x 12 months = total of
   - $444.00/month x 12 months = $5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*
- $22,128.00




KING HALL 1ST FLOOR
RECOVERY CENTER
C AND D WINGS
PREMISES SKETCH
2019.10.04

Pg 11 of 11

**Signature:** Nina A. Nguyen

**Email:** nanguyen@santafenm.gov

**Signature:** Daniel Hernandez
Daniel Hernandez (Nov 20, 2024 15:11 MST)

**Email:** dahernandez@santafenm.gov

CITY OF SANTA FE

**Date:** November 6, 2024

To: Mayor Alan Webber and Governing Body
Airport Advisory Board, Finance, and Public Works and Utilities Committees.

**Via:** Layla S. Archuletta-Maestas, Deputy City Manager LAM

**From:** James Harris, Santa Fe Regional Airport Director JH

Terry Lease, Asset Development Manager, Office of Economic Development TL

**Subject:** Approval of a Permanent Access Easement by the City of Santa Fe to Grand Prix de Santa Fe, LLC

**Vendor Name:** **Grand Prix de Santa Fe, LLC**

**Vendor Number:** **5958**

---

**ITEM AND ISSUE:**
Request for Approval of Permanent Access Easement in Favor of Grand Prix de Santa Fe, LLC, as Grantee, in the Amount of $39,000.00 as Compensation to the City (James Harris, Santa Fe Regional Airport Director jcharris@santafenm.gov).

**ACTION REQUESTED:**
The Airport Director James Harris respectfully requests your review and approval of the Permanent Access Easement.

---

**BACKGROUND AND SUMMARY:**
Grand Prix de Santa Fe, LLC, ("Grand Prix"), located at 100 S. Polo Drive, Santa Fe, NM ("Grand Prix Property"), has requested a permanent access easement to allow for development of an upscale recreational vehicle resort ("RV Resort"). Grand Prix is an equestrian facility that specializes in hunter/jumper shows and showcases many other events, such as outdoor concerts, lacrosse matches, soccer games, antique shows, weddings, art shows and nationally recognized dog shows, among other events. Grand Prix events bring in new money from all over the world from participants and spectators staying for weeks at a time and enjoying all that Santa Fe has to offer, creating a tremendous economic boon to Santa Fe. In 2018, the City of Santa Fe conducted an economic impact study of one of Grand Prix's premier events, the two-week long Santa Fe Summer Series Horse Show, indicating a $13.5M benefit to Santa Fe's economy that year. Grand Prix's business was experiencing exponential growth prior to the COVID-19 pandemic, and like so many other businesses they were forced to shut down all business activities.

Grand Prix has been working to rebuild their business to pre-pandemic levels and the RV Resort is a key improvement. The proposed RV Resort will be located on Grand Prix property and the proposed access easement, that is the subject of this request, is located on land owned by the Santa Fe Regional Airport which coincidently is leased to Grand Prix (Lease Item #05-0043). Santa Fe County is requiring a permanent secondary ingress and egress road as a condition of approval of the RV park. The proposed easement runs in a north-south direction along the property line to minimize any potential impact of future development. The easement was appraised and Grand Prix will pay a one-time fee of $39,000.00 to the City. The proposed easement and properties are depicted on the attached Exhibit A.

**$$$$$ SOURCE/REVENUE: ☐Expense ☒Revenue**

The funding source is:
**Fund Name/Number**: Airport Funds
**Munis Org Name/Number:** 5456050
**Munis Object Name/Number:** 460150

Andy Hopkins

Department Contract Administrator Contact Info: Kelly Bynon, kabynon@santafenm.gov

**ATTACHMENTS:**
Permanent Access Easement
Exhibit A – Depiction of Properties

# PERMANENT ACCESS EASEMENT AGREEMENT

The City of Santa Fe, a Municipal Corporation, herein "Grantor" for and in consideration of Thirty-nine Thousand Dollars and No/100 ($39,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey unto Grand Prix de Santa Fe, LLC, a New Mexico limited liability company, whose address is P.O. Box 5353, Santa Fe, New Mexico 87502, herein "Grantee", its successors and assigns, a permanent non-exclusive access easement for ingress and egress upon, over and across the lands as set forth on Exhibit A, attached hereto and incorporated herein (the "Easement").

1. Grantee, its members, employees, representatives, contractors, agents, consultants, invitees, visitors, successors and assigns shall be entitled to exercise the rights granted hereunder without any notice or consent from Grantor.

2. This Permanent non-exclusive Access Easement Agreement is a covenant running with the land and the terms, covenants and provisions of this Agreement shall extend to and be binding upon Grantee and Grantor and their respective successors and assigns.

3. Grantee shall have the right to assign or transfer this Easement, and all rights granted or created herein, in whole or in part, to: (1) an affiliate or parent company; (2) an entity to which Grantee merges or consolidates; and (3) a successor in interest that purchases Grantee's adjoining property upon receipt of advance written consent by Grantor based upon compliance with terms of agreement and FAA approval of any assignment.

4. Non-use of the Easement granted herein, for any period in excess of five (5) years without the prior written consent of Grantor shall be conclusive proof of abandonment of the Easement and all rights herein granted shall revert back to the Grantor or its successor and assigns. Within a reasonable period of time after Grantor's City Manager providing notice of abandonment, Grantee shall restore the property to its original condition.

5. Grantor, its members, employees, representatives, contractors, agents, consultants, invitees, visitors, franchisee's, successors and assigns, shall be able to use and enjoy the Easement so long as Grantor's use does not interfere with the rights conveyed to Grantee herein.

6. As of the execution date, an unimproved road exists in the Easement. Grantee shall have no obligation to fully improve the existing road at any time in the future and the lack of any future improvements shall not be deemed non-use of the Easement.

7. Grantee shall maintain the Easement, including and not limited to, clearing all vegetation and other obstructions from the surface and filling ruts or holes which appear within the limits of the Easement. Failure to do so for a period in excess of one (1) year without the prior written consent of Grantor shall be conclusive proof of abandonment of the Easement and all rights herein granted shall revert back to the Grantor or its successor and assigns. Within a reasonable period of time after Grantor's City Manager providing notice of abandonment, Grantee shall restore the property to its original condition.

8. Grantee shall operate within the Easement in compliance with applicable ordinances and codes.

9. No improvements or personal property shall be performed or placed in the easement without prior written consent of the Grantor's City Manager.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on Oct. 7th, 2024.

GRANTOR:

CITY OF SANTA FE, A MUNICIPAL CORPORATION:

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
EMILY OSTER, FINANCE DIRECTOR

5456050/460150
BUSINESS UNIT/LINE ITEM

GRANTEE:
GRAND PRIX DE SANTA FE LLC

_____
BRIAN GONZALES, MANAGER

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) SS
COUNTY OF SANTA FE )

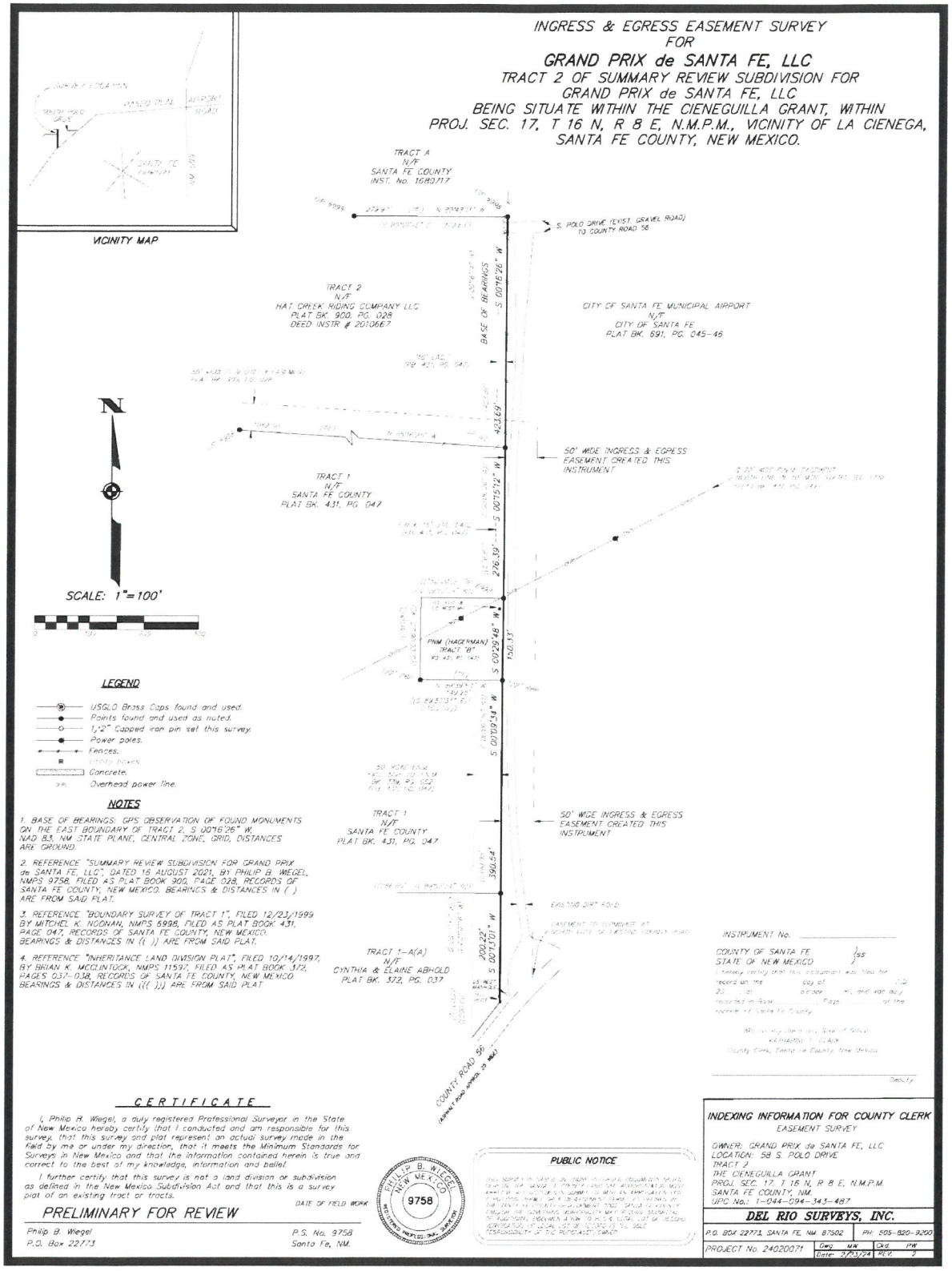
The foregoing instrument was acknowledged before me this 7th day of October, 2024, by Brian Gonzales, Manager of Grand Prix de Santa Fe LLC, a New Mexico limited liability company.

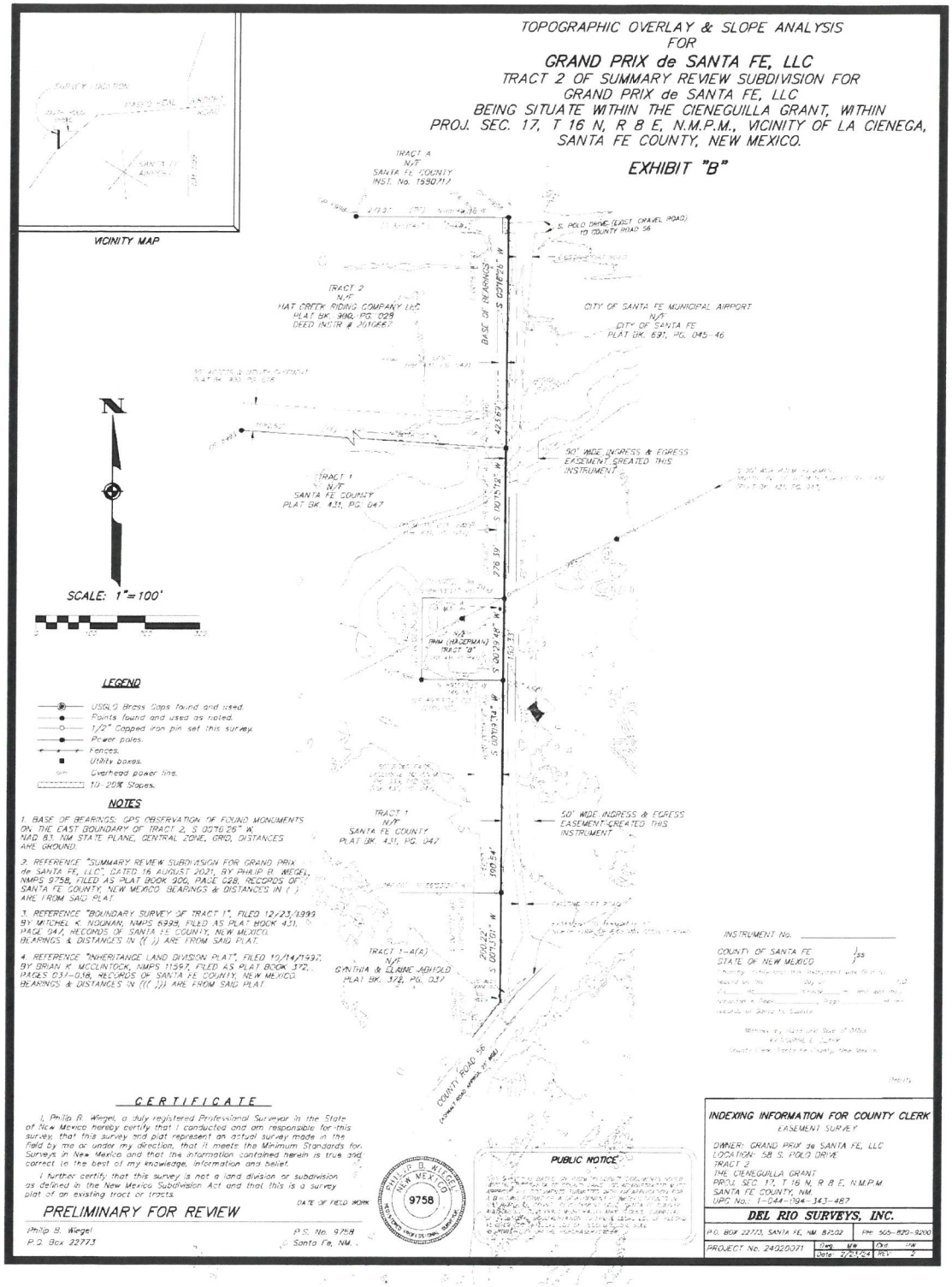
Commission Expires: June 13th, 2027
(Seal)

_____
Notary Public

REBECCA ANNE CHASE
STATE OF NEW MEXICO
NOTARY PUBLIC
COMMISSION # 1140500
EXPIRES JUNE 13, 2027

**EXHIBIT A**


INGRESS & EGRESS EASEMENT SURVEY
FOR
GRAND PRIX de SANTA FE, LLC
TRACT 2 OF SUMMARY REVIEW SUBDIVISION FOR
GRAND PRIX de SANTA FE, LLC
BEING SITUATE WITHIN THE CIENEGUILLA GRANT, WITHIN
PROJ. SEC. 17, T 16 N, R 8 E, N.M.P.M., VICINITY OF LA CIENEGA,
SANTA FE COUNTY, NEW MEXICO.
VICINITY MAP
TRACT A
N/F
SANTA FE COUNTY
INST. No. 1680717
S. POLO DRIVE (EXIST. GRAVEL ROAD)
TO COUNTY ROAD 58
TRACT 2
N/F
HAT CREEK RIDING COMPANY LLC
PLAT BK. 900, PG. 028
DEED INSTR # 2010667
CITY OF SANTA FE MUNICIPAL AIRPORT
N/F
CITY OF SANTA FE
PLAT BK. 691, PG. 045-46
BASE OF BEARINGS
S 00°16'26" W
423.69'
50' WIDE INGRESS & EGRESS
EASEMENT CREATED THIS
INSTRUMENT
TRACT 1
N/F
SANTA FE COUNTY
PLAT BK. 431, PG. 047
S 00°15'12" W
276.39'
PNM (HAGERMAN)
TRACT "B"
PB 431, PG. 047
S 00°29'48" W
150.33'
S 00°30'34" W
50' WIDE INGRESS & EGRESS
EASEMENT CREATED THIS
INSTRUMENT
TRACT 1
N/F
SANTA FE COUNTY
PLAT BK. 431, PG. 047
390.54'
EXISTING DIRT ROAD
TRACT 1-A(A)
N/F
CYNTHIA & ELAINE ABHOLD
PLAT BK. 372, PG. 037
S 00°17'01" W
200.22'
COUNTY ROAD 58
(ASPHALT ROAD, APPROX. 25' WIDE)
N
SCALE: 1"=100'
LEGEND
USGLO Brass Caps found and used.
Points found and used as noted.
1/2" Capped iron pin set this survey.
Power poles.
Fences.
Utility boxes.
Concrete.
Overhead power line.
NOTES
1. BASE OF BEARINGS: GPS OBSERVATION OF FOUND MONUMENTS ON THE EAST BOUNDARY OF TRACT 2, S 00°16'26" W, NAD 83, NM STATE PLANE, CENTRAL ZONE, GRID, DISTANCES ARE GROUND.
2. REFERENCE "SUMMARY REVIEW SUBDIVISION FOR GRAND PRIX de SANTA FE, LLC", DATED 16 AUGUST 2021, BY PHILIP B. WIEGEL, NMPS 9758, FILED AS PLAT BOOK 900, PAGE 028, RECORDS OF SANTA FE COUNTY, NEW MEXICO. BEARINGS & DISTANCES IN ( ) ARE FROM SAID PLAT.
3. REFERENCE "BOUNDARY SURVEY OF TRACT 1", FILED 12/23/1999 BY MITCHEL K. NOONAN, NMPS 6998, FILED AS PLAT BOOK 431, PAGE 047, RECORDS OF SANTA FE COUNTY, NEW MEXICO. BEARINGS & DISTANCES IN (( )) ARE FROM SAID PLAT.
4. REFERENCE "INHERITANCE LAND DIVISION PLAT", FILED 10/14/1997, BY BRIAN K. MCCLINTOCK, NMPS 11597, FILED AS PLAT BOOK 372, PAGES 037-038, RECORDS OF SANTA FE COUNTY, NEW MEXICO. BEARINGS & DISTANCES IN ((( ))) ARE FROM SAID PLAT
CERTIFICATE
I, Philip B. Wiegel, a duly registered Professional Surveyor in the State of New Mexico hereby certify that I conducted and am responsible for this survey, that this survey and plat represent an actual survey made in the field by me or under my direction, that it meets the Minimum Standards for Surveys in New Mexico and that the information contained herein is true and correct to the best of my knowledge, information and belief.
I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a survey plat of an existing tract or tracts.
DATE OF FIELD WORK
PRELIMINARY FOR REVIEW
Philip B. Wiegel
P.O. Box 22773
P.S. No. 9758
Santa Fe, NM.
PHILIP B. WIEGEL
NEW MEXICO
9758
REGISTERED PROFESSIONAL SURVEYOR
PUBLIC NOTICE
INSTRUMENT No.
COUNTY OF SANTA FE
STATE OF NEW MEXICO
County Clerk, Santa Fe County, New Mexico
INDEXING INFORMATION FOR COUNTY CLERK
EASEMENT SURVEY
OWNER: GRAND PRIX de SANTA FE, LLC
LOCATION: 58 S. POLO DRIVE
TRACT 2
THE CIENEGUILLA GRANT
PROJ. SEC. 17, T 16 N, R 8 E, N.M.P.M.
SANTA FE COUNTY, NM.
UPC No.: 1-044-094-345-487
DEL RIO SURVEYS, INC.
P.O. BOX 22773, SANTA FE, NM. 87502
PH: 505-820-9260
PROJECT No. 24020071
Dwg. MW
Ckd. PW
Date: 3/13/24
REV. 2


TOPOGRAPHIC OVERLAY & SLOPE ANALYSIS
FOR
GRAND PRIX de SANTA FE, LLC
TRACT 2 OF SUMMARY REVIEW SUBDIVISION FOR
GRAND PRIX de SANTA FE, LLC
BEING SITUATE WITHIN THE CIENEGUILLA GRANT, WITHIN
PROJ. SEC. 17, T 16 N, R 8 E, N.M.P.M., VICINITY OF LA CIENEGA,
SANTA FE COUNTY, NEW MEXICO.
EXHIBIT "B"
VICINITY MAP
TRACT A
N/F
SANTA FE COUNTY
INST. No. 1590717
S. POLO DRIVE (EAST GRAVEL ROAD)
TO COUNTY ROAD 56
TRACT 2
N/F
HAT CREEK RIDING COMPANY LLC
PLAT BK. 900, PG. 028
DEED INSTR # 2010667
CITY OF SANTA FE MUNICIPAL AIRPORT
N/F
CITY OF SANTA FE
PLAT BK. 691, PG. 045-46
BASE OF BEARINGS
S 00°16'26" W
423.69'
50' WIDE INGRESS & EGRESS
EASEMENT CREATED THIS
INSTRUMENT
TRACT 1
N/F
SANTA FE COUNTY
PLAT BK. 431, PG. 047
276.39'
N/F
PNM (HAGERMAN)
TRACT "B"
S 00°29'48" W
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S 00°09'34" W
TRACT 1
N/F
SANTA FE COUNTY
PLAT BK. 431, PG. 047
50' WIDE INGRESS & EGRESS
EASEMENT CREATED THIS
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390.54'
TRACT 1-A(A)
N/F
GYNTHIA & ELAINE ABHOLD
PLAT BK. 372, PG. 037
200.22'
S 00°13'01" W
COUNTY ROAD 56
(ASPHALT ROAD APPROX. 25' WIDE)
N
SCALE: 1"=100'
LEGEND
USGLO Brass Caps found and used.
Points found and used as noted.
1/2" Capped iron pin set this survey.
Power poles.
Fences.
Utility boxes.
Overhead power line.
10-20% Slopes.
NOTES
1. BASE OF BEARINGS: GPS OBSERVATION OF FOUND MONUMENTS ON THE EAST BOUNDARY OF TRACT 2, S 00°16'26" W, NAD 83, NM STATE PLANE, CENTRAL ZONE, GRID, DISTANCES ARE GROUND.
2. REFERENCE "SUMMARY REVIEW SUBDIVISION FOR GRAND PRIX de SANTA FE, LLC", DATED 16 AUGUST 2021, BY PHILIP B. WIEGEL, NMPS 9758, FILED AS PLAT BOOK 900, PAGE 028, RECORDS OF SANTA FE COUNTY, NEW MEXICO. BEARINGS & DISTANCES IN ( ) ARE FROM SAID PLAT.
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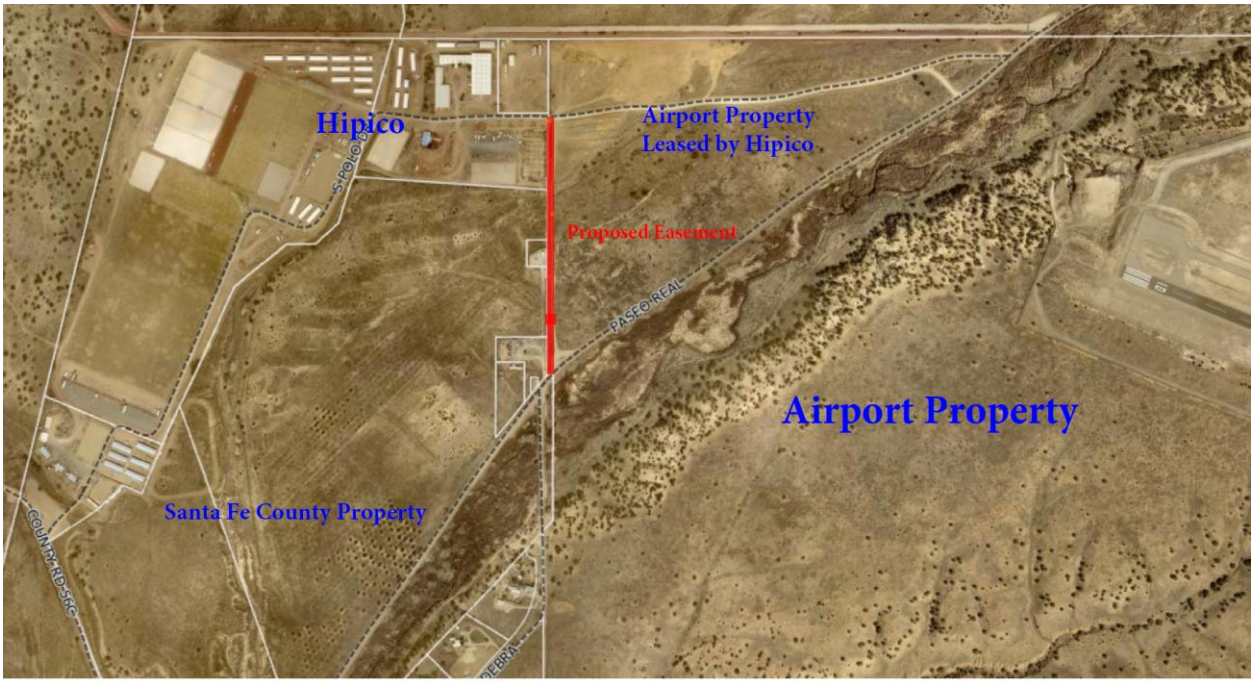
INSTRUMENT No.
COUNTY OF SANTA FE
STATE OF NEW MEXICO
CERTIFICATE
I, Philip B. Wiegel, a duly registered Professional Surveyor in the State of New Mexico hereby certify that I conducted and am responsible for this survey, that this survey and plat represent an actual survey made in the field by me or under my direction, that it meets the Minimum Standards for Surveys in New Mexico and that the information contained herein is true and correct to the best of my knowledge, information and belief.
I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a survey plat of an existing tract or tracts.
DATE OF FIELD WORK
PRELIMINARY FOR REVIEW
Philip B. Wiegel
P.O. Box 22773
P.S. No. 9758
Santa Fe, NM.
PHILIP B. WIEGEL
NEW MEXICO
9758
PUBLIC NOTICE
INDEXING INFORMATION FOR COUNTY CLERK
EASEMENT SURVEY
OWNER: GRAND PRIX de SANTA FE, LLC
LOCATION: 58 S. POLO DRIVE
TRACT 2
THE CIENEGUILLA GRANT
PROJ. SEC. 17, T 16 N, R 8 E, N.M.P.M.
SANTA FE COUNTY, NM.
UPC No.: 1-044-094-343-487
DEL RIO SURVEYS, INC.
P.O. BOX 22773, SANTA FE, NM. 87502
PH: 505-820-9200
PROJECT No. 24020071
Date: 2/23/24
REV: 2

**EXHIBIT A – DEPICTION OF PROPERTIES**



**Signature:** James Harris (Nov 6, 2024 10:12 MST)

**Email:** jcharris@santafenm.gov

**Signature:**

**Email:** tjlease@santafenm.gov

**Signature:** Layla Archuletta-Maestas

**Email:** lsarchulettamaestas@santafenm.gov

CITY OF SANTA FE

**Date:** November 13, 2024

To: Governing Body
Finance Committee
Quality of Life Committee

**Via:** Paul Joye, Chief of Police Paul Joye (Nov 13, 2024 09:45 MST)
Thomas Grundler, Deputy Chief of Police Thomas J. Grundler Thomas J. Grundler (Nov 13, 2024 09:42 MST)

**From:** **Amanda Montano, Captain** Amanda Montano Amanda Montano (Nov 13, 2024 08:20 MST)

**Subject:** **ENDWI Grant BAR/Agreement**

**Vendor Name:** **New Mexico Department of Transportation**

**Vendor Number:** **7177**

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**ITEM AND ISSUE:**
Request for approval of a Grant Agreement with the New Mexico Department of Transportation to Fund the End Driving While Impaired (ENDWI) Project, Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project, and Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project in the Total Amount of $82,835 through September 30, 2025. (Amanda Montano, Police Captain: admontano@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution in the Total Amount of $82,835 from the NM Department of Transportation Fund – State Grants to the Police Overtime Fund.

**Action Requested:** **Approval of Agreement and BAR**

**BACKGROUND AND SUMMARY:**
The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. End Driving While Impaired (ENDWI) Project # 05-AL-64-090 for $43,312 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and included in the City's Operational Plan. Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 05-OP-RF-090 for $9,220 is to conduct occupant protection directed enforcement patrols in high crash locations. Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 05-PT-RF-090 for $30,303 is to conduct directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and the City's Operational Plan.

**PROCUREMENT METHOD:** N/A
**Chief Procurement Officer Approval:** N/A **Date:**
**Comment/Exceptions:**
**Supporting Information:**

**CONTRACT NUMBER:** N/A

**$$$$$ SOURCE/REVENUE:** ☐**Expense** | ☒**Revenue**
Reimbursement of overtime.

**Budget Officer Approval:** Andy Hopkins **Date:** Nov 13, 2024
**Comment/Exceptions:** _____

**Grant** ☒**Yes** | ☐ **No**
**Grant #:** S2538 (Year 1)
**Grant Manager/Accounting Officer Approval:** Matthew Bonifer Matthew Bonifer (Nov 13, 2024 10:41 MST) **Date:** Nov 13, 2024
**Comment/Exceptions:** _____

**Project** ☒**Yes** | ☐ **No**
**Project Ledger #:** POL2422306, POL2422307, POL2422308

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000**
☐**Yes** | ☒ **No**
**Asset # (if known):** N/A

**Repair or Replacement of Existing Equipment:**
☐**Yes** | ☒ **No ~If yes ->** ☐**Repair** | ☐ **Replacement**
**Please explain:** N/A

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
☐ **Yes** | ☒ **No**
**Anticipated length of project:** N/A
**Asset Manager Approval:** N/A **Date:** _____
**Comment/Exceptions:** _____

**Was this service deemed construction:** ☐ **Yes** | ☒ **No**
**Department Approvals:**
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**
**Approval:** N/A **Title:** _____ **Date:** _____
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment & Exceptions:** _____

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

**ATTACHMENTS:**
Agreement
Project Ledger Forms

Budget Amendment Resolution (BAR)

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Police/Administration | 11/6/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Overtime | 2230315 | 501400 | POL2422306 | 43,312 | |
| Overtime | 2230315 | 501400 | POL2422307 | 9,220 | |
| Overtime | 2230315 | 501400 | POL2422308 | 30,303 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NM Dept of Transportation | 2230315 | 490210 | POL2422306 | (43,312) | |
| | 2230315 | 490210 | POL2422307 | (9,220) | |
| | 2230315 | 490210 | POL2422308 | (30,303) | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

To record NM Department of Transportation traffic projects; ENDWI $43,312; BKLUP/CIOT $9,220; and STEP $30,303.

For a total of $82,835.

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

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

AnnaMarie Bowen — 11/6/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Paul Joye (Nov 13, 2024 13:45 MST) — Nov 13, 2024
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 — Nov 13, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/10/2024

Project Title: Traffic Enforcement Program (ENDWI) Prj# 05-AL-64-090

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: POL2422306
Grant ID: S2538 (YEAR 1)
Approved By: BSG 10.22.24/ 10/23/24
(Finance Use Only)

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: Upon signature to 09/30/2025 ☐ Create Fixed Asset

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

Funding Source: (YR1) NMDOT Grant Agree/State Rd Fund % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490150 Awarded Amount: $43,312.00

Funding Source: % of Funding:

MUNIS ORG: MUNIS OBJ: Awarded Amount:

**Expense String Phase:**

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

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

Phase: Police OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

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

Grantor Name: (YR1) NMDOT Grant Agreement - State Road Fund Awarded Amount: $43,312.00

AR Charge Code: 2230315.490150 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 05-AL-64-090 (ENDWI) Federal CFDA (if applicable): N/A

Grantor Name: Awarded Amount:

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

Grantor Id: Federal CFDA (if applicable):

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/10/2024

Project Title: Traffic Enforcement Program (BKLUP) Prj# 05-OP-RF-090

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: POL2422307
Grant ID: S2538 (YEAR 1)
Approved By: BSG 10.22.24 10/23/24
(Finance Use Only)

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: Upon signature to 09/30/2025 ☐ Create Fixed Asset

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

Funding Source: (YR1) NMDOT Grant Agree/State Rd Fund % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490150 Awarded Amount: $9,220.00

Funding Source: % of Funding:

MUNIS ORG: MUNIS OBJ: Awarded Amount:

**Expense String Phase:**

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

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

Phase: Police OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

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

Grantor Name: (YR1) NMDOT Grant Agreement - State Road Fund Awarded Amount: $9,220.00

AR Charge Code: 2230315.490150 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 05-OP-RF-090 (BKLUP) Federal CFDA (if applicable): N/A

Grantor Name: Awarded Amount:

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

Grantor Id: Federal CFDA (if applicable):

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/10/2024

Project Title: Traffic Enforcement Program (STEP) Prj# 05-PT-RF-090

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: POL2422308
Grant ID: S2538 (YEAR 1)
Approved By: BSG 10.22.24/ 10/23/24
(Finance Use Only)

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: Upon signature to 09/30/2025 ☐ Create Fixed Asset

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

Funding Source: (YR1) NMDOT Grant Agree/State Rd Fund % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490150 Awarded Amount: $30,303.00

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: Police OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

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

Grantor Name: (YR1) NMDOT Grant Agreement - State Road Fund Awarded Amount: $30,303.00

AR Charge Code: 2230315.490150 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 05-PT-RF-090 (STEP) Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

# NMDOT PASS THRU GRANT AGREEMENT

# FOR SFPD END DWI. BKLUP, CIOT, STEP PROGRAMS

# TOTAL AMOUNT AWARDED FY25-26: $165,670.00

**END DWI FUND SOURCE: BIL 164 FED PASS THROUGH NMDOT**

**TOTAL AWARD FY25-26: $88,624.005**

**FY 25 PROJECT:** END DWI 05-AL-64-090 AWARD AMOUNT: $ 43,312.00

**FY 26 PROJECT:** END DWI 06-AL-64-090 AWARD AMOUNT: $ 43,312.00

REVENUE ORG: 2230315 OBJECT: 490150

EXPENSE ORG: 2230315 OBJECT: 501400

**BUCKLE UP (BKLUP) AND CLICK IT OF TICKET (CIOT) FUND SOURCE: NM STATE ROAD FUND**

**TOTAL AWARD FY25-26: $18,440.00**

**FY 25 PROJECT:** BKLUP 05-OP-RF-090 AWARD AMOUNT: $ 9,220.00

**FY 26 PROJECT:** BKLUP 06-OP-RF-090 AWARD AMOUNT: $ 9,220.00

REVENUE ORG: 2230315 OBJECT: 490150

EXPENSE ORG: 2230315 OBJECT: 501400

**SELECTIVE TRAFFIC ENFORCMENT PROGRAM (STEP) FUND SOURCE: NM STATE ROAD FUND**

**TOTAL AWARD FY25-26: $60,606.00**

**FY 25 PROJECT:** STEP 05-PT-RF-090 AWARD AMOUNT: $ 30,303.00

**FY 26 PROJECT:** STEP 06-PT-RF-090 AWARD AMOUNT: $ 30,303.00

REVENUE ORG: 2230315 OBJECT: 490150

EXPENSE ORG: 2230315 OBJECT: 501400

Docusign Envelope ID: E56EF492-0187-495D-8EBB-78A4C59D2D98

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

# MEMORANDUM

Date: September 6, 2024

To: Ricky Serna, Cabinet Secretary

Through: Denise Peralta, Executive Director, Traffic Safety Division DocuSigned by: 6E06F1781CB749D...

Through: Amber Montoya, Staff Manager DocuSigned by: Amber Montoya 96053378AB0A49E...

From: John Vargas, Program Manager

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of Santa Fe.

1. TSD Program Manager John Vargas Phone # 505-231-6784 will oversee the project(s).

2. The Consolidated Agreement provides funding to Santa Fe Police Department to conduct the following project(s) and activities as shown below.
   - ENDWI – $43,312.00 (annually) (Fed 164)
     The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
   - BKLUP -$9,220.00 (annually) (State Road Fund)
     The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
   - STEP – $30,303.00 (annually) (State Road Fund)
     Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

3. The agreement will be effective from date of last signature to 9/30/2025.

4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below in Exhibit A-C.

5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

**Michelle Lujan Grisham**
Governor

**Ricky Serna**
Cabinet Secretary

**Commissioners**

**Chandelle Sisneros**
Commissioner
District 1

**Gary Tonjes**
Commissioner
District 2

**Hilma E. Chynoweth**
Commissioner, Vice Chairman
District 3

**Walter G. Adams**
Commissioner, Chairman
District 4

**Thomas C. Taylor**
Commissioner
District 5

**Charles Lundstrom**
Commissioner, Secretary
District 6

General Office | P. O. Box 1149 | Santa Fe, NM 87504

Docusign Envelope ID: E56EF492-0187-495D-8EBB-78A4C59D2D98

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 6, 2024

Sergeant John Garcia
Santa Fe Police Deaprtment
2515 Camino Entrada
Santa Fe, NM 87505

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2025 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

| Project Number | Funding Source | CFDA # | FAIN | Award Date | Amount |
|---|---|---|---|---|---|
| 05-AL-64-090 | BIL 164 Transfer Funds | 20.608 | 69A37524300001640NMA | 4/30/24 | $43,312.00 |
| 05-OP-RF-090 | State Road Fund | | | | $9,220.00 |
| 05-PT-RF-090 | State Road Fund | | | | $30,303.00 |

**2 CFR Subpart F 200.500-521**
(a) Audit required. A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

*(b) Single audit.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

*(d) Exemption when Federal awards expended are less than $1,000,000.* A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal

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District 6

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New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than $1,000,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

**Operational Plan**
Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

**Performance Indicators**
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:
ENDWI 1 DWI in 28 hours
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
STEP 2 citations or warnings for every hour of enforcement worked.

***At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.***

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

DocuSigned by:
8E06F1751CB749D...

Denise Peralta, Executive Director
Traffic Safety Division

Enclosure

Docusign Envelope ID: E56EF492-0187-495D-8EBB-78A4C59D2D98

CONTRACT NUMBER:_____
UNIQUE ENTITY IDENTIFIER: QLN2YKMMJ8X6
SUPPLIER: 0000054360

**GRANT AGREEMENT**

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Santa Fe (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

   a. End Driving While Impaired (**ENDWI**), Project No. 05-AL-64-090, $43,312.00; 06-AL-64-090, $43,312.00;

   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 05-OP-RF-090, $9,220.00; 06-OP-RF-090, $9,220.00;

   c. Selective Traffic Enforcement Program (**STEP**), Project No. 05-PT-RF-090, $30,303.00; 06-PT-RF-090, $30,303.00;

   d. Total Funding awarded per this Agreement $165,670.00.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the

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Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

   a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
   b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
   c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
   e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

| to the Department at: | to the Grantee at: |
|---|---|
| New Mexico Dept. of Transportation | Santa Fe, City of |
| Attn: Traffic Safety Division | Attn: Sergeant John Garcia |
| P.O. Box 1149 | 2515 Camino Entrada |
| Santa Fe, NM 87504 | Santa Fe, NM 87505 |

10. **Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.

12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates on September 30, 2025, unless earlier terminated as provided in Section 6 or Section 7.

14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.

15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

16. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the parties.

17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

**The remainder of this page is intentionally left blank.**

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Cabinet Secretary or Designee

**CITY OF SANTA FE**

By: _____ Date: _____

Title: _____

Approved as to form and legal sufficiency.

By: DocuSigned by: _____ Date: 09/18/24
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: Christopher W. Ryan _____ Date: Oct 7, 2024
Christopher W. Ryan (Oct 7, 2024 15:27 MDT)
Counsel for City of Santa Fe

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED FOR FINANCES:

_____

EMILY OSTER, FINANCE DIRECTOR

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## Exhibit A: Scope of Work, Training, Reimbursement and Reporting

**END DRIVING WHILE IMPAIRED (ENDWI)** Project Number: 05-AL-64-090; 06-AL-64-090

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations, identified in data compiled by local, state, or federal government agencies, included in the Grantee's Operational Plan, and as negotiated between the Department and the Grantee. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media, and educational activities. SCs must be scheduled to be staffed by at least five (5) officers as required by *City of Las Cruces v. Bentancourt, 1987-NMAC-039*, and must last a minimum of four (4) hours. The number of officers staffing an SC must meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantee's Operational Plan. If the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

**"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

**"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

**"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

**"Winter Superblitz Period"** means November 16, 2024 to January 1, 2025.

**"St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2025.

**"Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2025.

**"National Occupant Protection Mobilization Click It Or Ticket Period"** means May 19 to June 1, 2025.

**"Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2025.

**"National DWI Mobilization Period"** means August 15 to September 1, 2025.

**"Summer enforcement period"** means June 18, 2025 to September 20, 2025.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

   Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.
   b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   c. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   d. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to fifteen percent (15%) of the total monthly claim amount;
   e. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
   f. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

| FFY 2025 | 05-AL-64-090 |
|---|---|
| Personal Services | $43,312.00 |
| Contractual Services | $0.00 |
| Commodities | $0.00 |
| Indirect | $0.00 |
| Other | $0.00 |
| TOTAL | $43,312.00 |

| FFY 2026 | 06-AL-64-090 |
|---|---|
| Personal Services | $43,312.00 |
| Contractual Services | $0.00 |
| Commodities | $0.00 |
| Indirect | $0.00 |
| Other | $0.00 |
| TOTAL | $43,312.00 |

7. **Goals.** Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol-impaired fatalities, with reductions each year through 2026.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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**Exhibit B: Scope of Work, Training, Reimbursement and Reporting**

**BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT)** Project Number: 05-OP-RF-090; 06-OP-RF-090

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   **"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   **"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   **"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   **"Winter Superblitz Period"** means November 16, 2024 to January 1, 2025.

   **"St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2025.

   **"Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2025.

   **"National Occupant Protection Mobilization Click It Or Ticket Period"** means May 19 to June 1, 2025.

   **"Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2025.

   **"National DWI Mobilization Period"** means August 15 to September 1, 2025.

   **"Summer enforcement period"** means June 18, 2025 to September 20, 2025.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to

conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

   The Department will pay the Grantee for the following:

   a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.
   b. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
   c. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
   d. assistance at child safety seat clinics or car seat fitting stations.
   e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

| FFY 2025 | 05-OP-RF-090 |
|---|---|
| Personal Services | $9,2200.00 |
| Contractual Services | $0.00 |
| Commodities | $0.00 |
| Indirect | $0.00 |
| Other | $0.00 |
| TOTAL | $9,220.00 |

| FFY 2026 | 06-OP-RF-090 |
|---|---|
| Personal Services | $9,220.00 |
| Contractual Services | $0.00 |
| Commodities | $0.00 |
| Indirect | $0.00 |
| Other | $0.00 |
| TOTAL | $9,220.00 |

7. **Goals.**

a. Projected annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.

b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

**Exhibit C: Scope of Work, Training, Reimbursement and Reporting**

**SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and**
**SUMMER ENFORCEMENT PERIOD** Project Number: 05-PT-RF-090; 06-PT-RF-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2025 through September 21, 2025.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   **"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   **"Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   **"Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.**
   The Department will pay the Grantee for the actual cost paid to personnel that worked DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

   The Department will pay the Grantee for the following:

a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.
b. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
c. training for officers as approved by the Department. Pay for travel and traffic safety related training
d. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

| FFY 2025 | 05-PT-RF-090 |
|---|---|
| Personal Services | $30,.00 |
| Contractual Services | $0.00 |
| Commodities | $0.00 |
| Indirect | $0.00 |
| Other | $0.00 |
| TOTAL | $30,303.00 |

| FFY 2026 | 06-PT-RF-090 |
|---|---|
| Personal Services | $30,303.00 |
| Contractual Services | $0.00 |
| Commodities | $0.00 |
| Indirect | $0.00 |
| Other | $0.00 |
| TOTAL | $30,303.00 |

7. **Goals.**

a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.

b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.

c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.

d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.

e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.

f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.

g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.

h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.

i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.

j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Docusign Envelope ID: 830660FB-A24E-4B7B-B73F-06B07C001870

**Appendix A to Part 1300-Certifications and Assurances for Highway Safety Grants**

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: New Mexico Fiscal Year: 2025

**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:**

## GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

## FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *0MB Guidance on FFATA Subaward and Executive Compensation Reporting,* August 27, 2010, (https://www.fsrs.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 082720 I 0.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

o Unique entity identifier (generated by **SAM.gov);**

- The names and total compensation of the five most highly compensated officers of the entity if:

(i) the entity in the preceding fiscal year received-

(!) 80 percent or more of its annual gross revenues in Federal awards;

(II) $25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by 0MB guidance.

**NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authoritics"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);*
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 USC. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CPR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987,* (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

## GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

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1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in res7Jonse to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. "*

3. The Recipient will inse1t the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) Ul in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real prope1ty, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees,

contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transp01 lation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other pa1 licipants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under

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subparagraph (c)(2), with respect to any employee who is so convicted-

!. Taking appropriate personnel action against such an employee, up to and including termination;

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

## POLITICAL ACTIVITY *(HATCH* ACT)

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## CERTIFICATION REGARDING FEDERAL LOBBYING

**(applies to subrecipients as well as States)**

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this ce1tification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
U.S. Code. Any person who fails to file the required ce1tification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## RESTRICTION ON STATE LOBBYING
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect *(e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
**(applies to subrecipients as well as States)**

**INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CPR pa1ts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation

in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier pa1ticipant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Ce1tification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website ( *https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses

enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of J CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective pa l ticipant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website ( *https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## BUY AMERICA

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## CERTIFICATION ON CONFLICT OF INTEREST

**(applies to subrecipients as well as States)**

**GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

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1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

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In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website ( *www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

## POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## SECTION 402 REQUIREMENTS

I. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
   - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to-
     - o Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
     - o Increase use of seat belts by occupants of motor vehicles;
   - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
   - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
   - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
   - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
   - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402U))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**

Click here to validate form fields and permit signature

DocuSigned by:
Ricky Serna
[illegible]

7/31/24
07/31/24

Signature Governor's Representative for Highway Safety

Date

Ricky Serna
Ricky Serna

Printed name of Governor's Representative for Highway Safety

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# New Mexico Traffic Safety Division Project Information Sheet

| | | | |
|---|---|---|---|
| Contract Number: | | | |
| Government Unit: | Santa Fe, City of | | |
| FFY24 Contract term: | ( -09/30/25 ) | | |
| Vendor Number: | 0000054360 | RFP? Y/N | |

**Grantee Contact Info**

| | | | |
|---|---|---|---|
| Project Director and Title: | Sergeant John Garcia | | |
| Phone: | 505-955-5691 | E-mail: | jmgarcia@santafenm.gov |
| Agency Name: | Santa Fe Police Department | | |
| Address: | 2515 Camino Entrada | | |
| City, State ZIP: | Santa Fe, NM 87505 | | |

**TSD Contact Info**

| | | | |
|---|---|---|---|
| Program Manager: | John Vargas | Phone: | 505-231-6784 |
| TSD Finance: | Stephanie Lopez-Porras | Phone: | 505-570-7305 |

**Budget Breakdown**

| Funding | Project Number | Amount | Fund | Department Code | PO Number |
|---|---|---|---|---|---|
| ENDWI | 05-AL-64-090 | $43,312.00 GRT | 10010 | 5000000000 | |
| BKLUP | 05-OP-RF-090 | $9,220.00 GRT | 20100 | 5100000000 | |
| STEP | 05-PT-RF-090 | $30,303.00 GRT | 20100 | 5100000000 | |
| | **Total** | **$82,835.00** | | | |

| | | | |
|---|---|---|---|
| PO Entered by TSD Finance: | | Date: | |
| PO Approved by Contracts: | | Date: | |

Comments: A new Project Info Sheet will be submitted for FFY 2026.

DocuSign

## Certificate Of Completion

Envelope Id: E56EF4920187495D8EBB78A4C59D2D98
Subject: Complete with Docusign: Santa Fe PD FY 25 TSD Consolidated 2 year Agreement.docx
Source Envelope:
Document Pages: 33
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
John Vargas
1120 Cerrillos Rd.
Santa Fe, NM 87505
John.Vargas2@dot.nm.gov
IP Address: 164.64.74.20

## Record Tracking

Status: Original
9/6/2024 12:32:43 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: John Vargas
John.Vargas2@dot.nm.gov
Pool: StateLocal
Pool: Department of Transportation

Location: DocuSign

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Amber Montoya<br>Amber.Montoya1@dot.nm.gov<br>Staff Manager<br>NMDOT<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Amber Montoya<br>90053378AB0A49E<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.74.20 | Sent: 9/6/2024 12:34:10 PM<br>Viewed: 9/9/2024 9:24:17 AM<br>Signed: 9/9/2024 9:24:36 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Denise Peralta<br>Denise.Peralta@dot.nm.gov<br>Director<br>NMDOT<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>6E06F1781CB749D<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 164.64.74.20 | Sent: 9/9/2024 9:24:39 AM<br>Viewed: 9/9/2024 1:58:20 PM<br>Signed: 9/9/2024 1:59:00 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| John P Newell<br>johnp.newell@dot.nm.gov<br>Assistant General Counsel<br>NMDOT<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>750CEC1625D488<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 164.64.74.20 | Sent: 9/9/2024 1:59:03 PM<br>Viewed: 9/18/2024 3:19:30 PM<br>Signed: 9/18/2024 3:22:17 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| | | |
|---|---|---|
| **In Person Signer Events** | **Signature** | **Timestamp** |
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 9/6/2024 12:34:10 PM |
| Certified Delivered | Security Checked | 9/18/2024 3:19:30 PM |
| Signing Complete | Security Checked | 9/18/2024 3:22:17 PM |
| Completed | Security Checked | 9/18/2024 3:22:17 PM |
| **Payment Events** | **Status** | **Timestamps** |

# GB-ENDWI GRANT

Final Audit Report 2024-11-13

| | |
|---|---|
| Created: | 2024-11-13 |
| By: | TARA RICO (trrico@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAWciP-e1kgaArQGj_PdEFNBw9BjJMCFYz |

## "GB-ENDWI GRANT" History

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2024-11-13 - 8:36:34 PM GMT

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2024-11-13 - 8:44:53 PM GMT- IP address: 63.232.20.2

Document e-signed by Paul Joye (pmjoye@santafenm.gov)
Signature Date: 2024-11-13 - 8:45:09 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-13 - 8:45:14 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-13 - 9:51:39 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-13 - 9:52:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-13 - 9:52:03 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

**Date:** October 31, 2024

To: Governing Body
Finance Committee
Quality of Life Committee
Public Safety Committee

**Via:** John Blair, City Manager John Blair (Nov 1, 2024 12:49 MDT)
Paul Joye, Chief of Police Paul Joye (Oct 31, 2024 17:04 MDT)

**From:** **Ben Valdez, Deputy Chief of Police** B. Valdez, DC (Oct 31, 2024 15:40 MDT)

**Subject:** **Allocation 23-ZH5048-81-2**

**Vendor Name:** **Department of Finance Authority**

**Vendor Number:** **3125**

---

**ITEM AND ISSUE:**
Request for Approval of the Department of Finance & Administration Certification for Allocation 23-ZH5048-81 in the amount of $187,500 for the Hiring of Law Enforcement/Support Positions at the Santa Fe Police Department for FY25 (Year 2). Funds are allocated over a 3-year period. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

1. Request for Approval of a Budget Adjustment Resolution in the Total Amount of $187,500 from the NM Department of Finance and Administration Fund to the Police Salaries Fund. BAR for Year 2 of this agreement. The funds are allocated over a 3-year period to hire law enforcement/support positions at Santa Fe Police Department.

**BACKGROUND AND SUMMARY:**
The City of Santa Fe submitted a request for a disbursement of funds from the Department of Finance and Administration (DFA). During the 2023 Legislative session, Governor Michelle Lujan Grisham signed legislation appropriating $57M for New Mexico law enforcement agencies to help build personnel capacity.

The FY24 Law Enforcement Recruitment Fund was established and allows the funds to be used:

- To fill law enforcement officer or support positions (if unfunded)
- To create new law enforcement officer or support positions.

The funds can be used for salaries and benefits up to the amount allocated by the award. The Department requested funding to create (4) Crime Scene Technician positions and (1) Crime Analyst position. On September 22, 2023, the City of Santa Fe received notice that we were awarded funding for the (5) positions, with each position being granted up to $75,000.

This appropriation is distributed over 3 years, for a total allocation of $656,250.00 to Santa Fe Police Department.

1. Year 1 allows for 100% of the allocation of $375,000, with each position being funded up to $75,000.00. **(COMPLETED)**
2. Year 2 allows for 50% of the allocation up to $187,500 for salary and benefits. The City of Santa Fe will absorb the remaining 50% in Year 2.
3. Year 3 the City will be able to utilize 25% up to $93,750 for salary and benefits and the City will be responsible for the remaining 75% of the funding.
4. Year 4 the City will be responsible for fully funding the positions.

The (5) support positions had been requested in previous years to allow expanded capacity to shift workload from personnel in police officer roles to civilian personnel.

With Year 1 approved and completed, we were able to fill all (5) support positions.

The Department has staffed the Crime Scene Unit with primarily civilian staff, which is currently fully staffed with (8) Crime Scene Technicians. This has allowed on duty coverage by the Crime Scene Unit to seven days a week during the hours of 6:00 a.m. to 10:00 p.m., with on call coverage from 10:00 p.m. to 6:00 a.m. This allows police officers to be assigned to higher priority calls that are not suitable for civilian staff to respond to.

We have been able to fully staff (2) Crime Analyst that are primarily responsible for completing monthly crime reports, compiling data for crime trends to support planning for deployment of resources for proactive operations and compiling data for annual crime reporting. We are working to expand their responsibilities to real time crime information that can be compiled and relayed to field and investigations units without disrupting the monthly reporting process. By increasing the staffing, we will be able to distribute the workload in the unit and have the ability to analyze and communicate real time crime information to our staff to curtail crime trends and efficiently deploy resources using real time intelligence-based information that is timely and relevant.

The certification has a requirement on reporting on the use of the funds to DFA on form "Exhibit A" which is attached to this packet. Any funds not disbursed during this fiscal year will need to be reverted back to DFA.

The positions have been a welcomed relief to our staff and their workload has been able to be distributed more equitably.

The Police Department will continue to work with the Human Resources and Finance Departments to plan for budgeting the positions for future years until the City completely absorbs the cost in the annual budget.

**PROCUREMENT METHOD:**
N/A
**Chief Procurement Officer Approval:** N/A **Date:**_____
**Comment/Exceptions:**_____
**Supporting Information:**

**CONTRACT NUMBER:**
FY24 Munis Contract # is 3204393

**FUNDING SOURCE/REVENUE:** ☐**Expense** | ☒**Revenue**
The funding source is:
**Fund Name/Number** Law Enforcement/ Fund 223
**Munis Org Name/Number:** Police Grants/ 2230315
**Munis Object Name/Number:** Salaries/ 500110

**Budget Officer Approval:** Andy Hopkins **Date:** Nov 1, 2024
**Comment/Exceptions:** _____

**Grant** ☒**Yes** | ☐ **No**
**Grant #:** *S2415 (Year 2)*
**Grant Manager/Accounting Officer Approval:** Matthew Bonifer Matthew Bonifer (Nov 1, 2024 08:00 MDT) **Date:** Nov 1, 2024
**Comment/Exceptions:** _____

**Project** ☒**Yes** | ☐ **No**
**Project Ledger #:** *POL2422305*

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000**
☐**Yes** | ☒ **No**
**Asset # (if known):** _____

**Repair or Replacement of Existing Equipment:**
☐**Yes** | ☒ **No**
**Please explain:** N/A

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
☐ **Yes** | ☒ **No**
**Anticipated length of project:** N/A
**Asset Manager Approval:** N/A **Date:** _____
**Comment/Exceptions:** _____

**Was this service deemed construction:** ☐ **Yes** | ☒ **No**

**Department Approvals:**
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**
**Approval:** N/A **Title:** _____ **Date:** _____
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment & Exceptions:** _____

Department Contract Administrator Contact Info: AnnaMarie Bowen, x5122, acbowen@santafenm.gov

**ATTACHMENTS:**
Allocation Disbursement
Approval Email from City Attorney's Office
BAR
Project Ledger Form

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

**City of Santa Fe**

| APPROPRIATION NUMBER: | TOTAL ALLOCATION AMOUNT: | REVERSION DATE: |
|---|---|---|
| **23-ZH5048-81-2** | **$656,250.00** | **June 30, 2025** |

ALLOCATION PURPOSE

**Six Hundred and Fifty Six Thousand Two Hundred and Fifty Dollars and Zero Cents over three years to hire law enforcement/support positions.**

ALLOCATION DISBURSEMENT

The remaining allocation amount, after receiving the first-year allocation in fiscal year 2024, will be disbursed as follows: The second-year allocated funds will be disbursed up to $187,500 fiscal year 2025, and the third-year allocated funds will be disbursed up to $93,750 in fiscal year 2026. The Allocation Recipient will submit to the Department of Finance & Administration this signed document.

**Funds for the second disbursement must be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the two years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion.** All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Santa Fe**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

_____ _____

Local Law Enforcement Agency Date

_____ _____

Authorized Local Governing Body Authority Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-81-2** in the amount of **$187,500.**

_____ _____

Jeannette Gallegos Date
Interim Director, Local Government Division

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

**STATE OF NEW MEXICO**
**Law Enforcement Recruitment Fund**
**Quarterly Report Form**
**Exhibit A**

| | |
|---|---|
| **Allocation Recipient:** | |
| **Appropriation Number:** | |

| **Provide names of individuals hired and their hire date:** | **Title of Position** | **Vacant Position Salary (YTD) :** | **New Position Salary (YTD):** |
|---|---|---|---|
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| | | | |
| **Total Amount of Appropriation Funds Expended this Quarter:** | | **Total: $** | **Total: $** |

Add extra lines as applicable.

| **Narrative:** (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.) |
|---|
| |

## BOWEN, ANNA MARIE C.

**From:** CAWTHON, AMY M.
**Sent:** Monday, October 7, 2024 4:31 PM
**To:** BOWEN, ANNA MARIE C.
**Subject:** RE: Contract Review Request Form - AnnaMarie Bowen

Chris has reviewed and the agreement is approved as is.

**From:** Jotform <noreply@jotform.com>
**Sent:** Friday, September 27, 2024 4:46 PM
**To:** KENNY, JULIE C. <jckenny@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; CAWTHON, AMY M. <amcawthon@santafenm.gov>
**Subject:** Re: Contract Review Request Form - AnnaMarie Bowen

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

Jotform

### Contract Review Request Form

| | |
|---|---|
| Vendor/Contractor Name | Department of Finance and Administration |
| Your Name | AnnaMarie Bowen |
| Your Email | acbowen@santafenm.gov |
| Your Phone Number | (505) 955-5122 |
| City Department/Division | Police |
| If this is a contract to procure goods or services, what is the procurement method? | Not a Procurement (i.e., a Joint Powers Agreement, Memoranda of Understanding, Lease) |
| Is the Department proposing to use a City contract form, an external | External Contract Form |

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Police/Administration | 10/30/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | {enter as positive #} | {enter as negative #} |
| Salaries | 2230315 | 500110 | POL2422305 | 187,500 | |
| | | | | | |
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| | | | | | |
| | | | | | |
| REVENUES | | | | {enter as negative #} | {enter as positive #} |
| NM Department of Finance & Administration | 2230315 | 490210 | POL2422305 | (187,500) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

Sate Allocation 23-ZH5048-81-2 for law enforcement/support positions. To record Year 2 distribution for a total of $187,500 for FY25.

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

AnnaMarie Bowen — 10/30/2024
Prepared By {print name} — Date

Division Director Signature {optional} — Date

Paul Joye (Oct 31, 2024 17:04 MDT) — Oct 31, 2024
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 — Nov 1, 2024
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/10/2024-UPDATED 10/25/2024

Project Title: FY25 Law Enforcement Recruitment Fund Allocation 23-ZH5048-81-2 (Year 2)

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: POL2422305
Grant ID: S2415 (YEAR 2)
Approved By: BSG 10.25.24/ Erika Lujan
(Finance Use Only)

Department: Police Project Manager: Deputy Chief Ben Valdez Ext: 5040

Project Date Range: upon sign 7/1/24 to 06/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: New Mexico Department of Finance & Administration % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490210 Awarded Amount: $187,500 (Year2)

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: Salaries MUNIS ORG: 2230315 MUNIS OBJ: 500110

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

Grantor Name: CAP APPR. 23-ZH5048-81-2/HB68 Awarded Amount: $656,250.00

AR Charge Code: 2230315.490210 ☐ Grant funds multiple projects (Complete a form for each project)

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

Grantor Name: _____ Awarded Amount: _____

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

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

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

**Signature:** Erika Lujan
Erika Lujan (Oct 28, 2024 10:07 MDT)

**Email:** evlujan@santafenm.gov

# GB-500-DFA-GRANT- hiring yr2

Final Audit Report 2024-11-01

| | |
|---|---|
| Created: | 2024-10-31 |
| By: | TARA RICO (trrico@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAUmvltvJpYx_he9Pqb8BSRpl0fgMf4aGj |

## "GB-500-DFA-GRANT- hiring yr2" History

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2024-10-31 - 9:05:46 PM GMT

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2024-10-31 - 9:37:16 PM GMT- IP address: 107.115.120.26

Signer bpvaldez@santafenm.gov entered name at signing as B. Valdez, DC
2024-10-31 - 9:40:28 PM GMT- IP address: 107.115.120.26

Document e-signed by B. Valdez, DC (bpvaldez@santafenm.gov)
Signature Date: 2024-10-31 - 9:40:30 PM GMT - Time Source: server- IP address: 107.115.120.26

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2024-10-31 - 9:40:31 PM GMT

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2024-10-31 - 11:04:20 PM GMT- IP address: 76.127.0.114

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2024-10-31 - 11:04:50 PM GMT

Email viewed by mtbonifer@santafenm.gov
2024-11-01 - 1:59:11 PM GMT- IP address: 104.47.65.254

Signer mtbonifer@santafenm.gov entered name at signing as Matthew Bonifer
2024-11-01 - 2:00:13 PM GMT- IP address: 63.232.20.2

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Document e-signed by Matthew Bonifer (mtbonifer@santafenm.gov)
Signature Date: 2024-11-01 - 2:00:15 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-01 - 2:00:16 PM GMT

Email viewed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2024-11-01 - 3:36:46 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Signature Date: 2024-11-01 - 3:38:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to John Blair (jwblair@ci.santa-fe.nm.us) for signature
2024-11-01 - 3:38:08 PM GMT

TARA RICO (trrico@santafenm.gov) added alternate signer LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov). The original signer John Blair (jwblair@ci.santa-fe.nm.us) can still sign.
2024-11-01 - 5:19:11 PM GMT- IP address: 63.232.20.2

Document emailed to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) for signature
2024-11-01 - 5:19:11 PM GMT

Document e-signed by John Blair (jwblair@ci.santa-fe.nm.us)
Signature Date: 2024-11-01 - 6:49:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-01 - 6:49:15 PM GMT

CITY OF SANTA FE

**Date:** October 30, 2024

**To:** Governing Body
Finance Committee
Quality of Life Committee

**Via:** John Blair, City Manager John Blair (Nov 1, 2024 15:56 MDT)
Paul Joye, Chief of Police Paul Joye (Nov 1, 2024 17:05 MDT)

**From:** Ben Valdez, Deputy Chief of Police B. Valdez, DC (Oct 31, 2024 15:42 MDT)

---

**ACTION:**
Request for the Approval of New Mexico Department of Finance and Administration grant agreement (Project 24-I3023) for the purchase and installation of equipment, in the total amount of $(250,000.00). Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

1. Request for the Approval for a Budget Amendment Resolution (BAR) in the total amount of $(250,000.00) for the equipment and labor costs associated with executing this project.

**BACKGROUND AND SUMMARY:**
The Santa Fe Police Department received a $250,000.00 appropriation from the Legislature of the State of New Mexico through the Department of Finance and Administration via a grant. The purpose for the funding was to assist with purchasing and installing equipment related to our armored rescue vehicle project.

The project must be completed by June 30, 2026.

**PROCUREMENT METHOD:**
N/A

**Chief Procurement Officer Approval:** N/A **Date:** _____
**Comment/Exceptions:** _____

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 3250277
The FY25 Project ledger number is PWD2522329

**SOURCE/REVENUE:** ☐**Expense** ☒**Revenue**

**The funding source is**: State of New Mexico Department of Finance and Administration
**Fund Name/Number**: Law Enforcement/223
**Munis Org Name/Number:** POL Grants/2230315
**Munis Expenditure Object Name/Number:** Equipment & Machinery Non-Exempt/570500
**Munis Revenue Object Name/Number: NM DFA**/490210
**Project Ledger Number:** PWD2522329

*If the project is grant funded?* List grant award number: 24-I3023

**Grant Manager / Accounting Officer Approval:** Matthew Bonifer Matthew Bonifer (Nov 1, 2024 11:01 MDT) **Date:** Nov 1, 2024
**Comment/Exceptions:** _____

**Budget Officer Approval:** Andy Hopkins **Date:** Nov 1, 2024
**Comment/Exceptions:** _____

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**
☒**Yes** | ☐ **No**

**Repair or Replacement of Existing Equipment:**
☐**Yes** | ☒ **No**
**If yes ->** ☐**Repair** | ☐ **Replacement**
**Please explain:** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
☐ **Yes** | ☐ **No**
**Anticipated length of project:** _____

**Asset Manager Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Department Approvals:**
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

**Approval:** N/A **Title:** _____ **Date:** _____

**Approval:** N/A **Title:** _____ **Date:** _____

**Comment & Exceptions:** _____

**ATTACHMENTS:**

Grant Agreement signed by Legal
BAR
Project Ledger Form

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

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

## RECITALS

**WHEREAS**, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 381**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

## AGREEMENT

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

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

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

**24-I3023** **$250,000.00** **APPROPRIATION REVERSION DATE: June 30, 2026**

Laws of 2024, Chapter 66, Section 28, Paragraph 381, Two Hundred Fifty Thousand Dollars And Zero Cents ($250,000.00), from the General Fund 93100 to purchase and install equipment, for the police department in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars And Zero Cents $250,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars And Zero Cents $0.00, which equals Two Hundred Fifty Thousand Dollars And Zero Cents $250,000.00 (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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

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

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

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

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

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

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

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

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

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

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

## ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

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

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

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

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

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

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

## ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

## ARTICLE VII. AMENDMENT

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

## ARTICLE VIII. REPORTS

### A. Database Reporting

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

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

### B. Requests for Additional Information/Project Inspection

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

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

## ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

### C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

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

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

## ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

B. The Grantee hereby represents and warrants the following:

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

**ARTICLE XIII. LIABILITY**

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

**ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

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

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** or the Department"

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

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

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

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

## ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION**
**LOCAL GOVERNMENT DIVISION**

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

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

CITY OF SANTA FE:

**SEE ABOVE**

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 21, 2024 13:32 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

_____

EMILY OSTER

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

## I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

## II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

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

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

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

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

## III. Fiscal Year : _____

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

## IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

## V. ☐ Compliance Certification:

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

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

Printed Name

Date: _____

**Grantee Representative**

Printed Name

Date: _____

## (State Agency Use Only)

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

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

Division Fiscal Officer Date

Division Project Manager Date

## NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
## EXHIBIT 2

**Notice of Obligation to Reimburse Grantee #** _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Community Health & Safety / Police | 8/15/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Equipment & Machinery | 2230315 | 570500 | PWD2522329 | 250,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| DFA - 24-I3023 Police Equipment | 2230315 | 490210 | PWD2522329 | (250,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

Agreement with NM DFA to purchase and install equipment for the Police Deparment in the amount of $250,000

(24-I3023 expires 06/30/2026)

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

Halona Crowe — 8/15/2024
Prepared By *{print name}* — Date

Division Director Signature — Date

Paul Joye (Oct 31, 2024 17:05 MDT) — Oct 31, 2024
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 — Nov 1, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 08/15/2024

Project Title: Police Equipment

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: PWD2522329
Grant ID: S2522
Approved By: MB 08/21/2024
Entered By: SS 08.20 (Finance Use Only)

Department: Community Healthy & Safety Project Manager: Ben Valdez Ext: 5040

Project Date Range: 08/15/2024 to 06/30/26 ☑ Create Fixed Asset

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

Funding Source: DFA 24-I3023 % of Funding: 100%

MUNIS ORG: 2230315 MUNIS OBJ: 490210 Awarded Amount: $250,000

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: Equipment Purchase MUNIS ORG: 2230315 MUNIS OBJ: 570500

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

**Contract number:** _____ Comments/Other: _____

***GRANTS ONLY:***

Grantor Name: DFA 24-I3023 Awarded Amount: $250,000.00

AR Charge Code: 2230315.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): _____

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

# GB-500- DFA Grant...

Final Audit Report 2024-11-01

| | |
|---|---|
| Created: | 2024-11-01 |
| By: | TARA RICO (trrico@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAenja24Txvg3eYdinse9XmnWPm1p6zQKv |

## "GB-500- DFA Grant..." History

Document created by TARA RICO (trrico@santafenm.gov)
2024-11-01 - 4:03:50 PM GMT- IP address: 63.232.20.2

Document emailed to mtbonifer@santafenm.gov for signature
2024-11-01 - 4:04:56 PM GMT

Email viewed by mtbonifer@santafenm.gov
2024-11-01 - 5:01:28 PM GMT- IP address: 104.47.64.254

Signer mtbonifer@santafenm.gov entered name at signing as Matthew Bonifer
2024-11-01 - 5:01:54 PM GMT- IP address: 63.232.20.2

Document e-signed by Matthew Bonifer (mtbonifer@santafenm.gov)
Signature Date: 2024-11-01 - 5:01:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-11-01 - 5:01:57 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-01 - 5:07:15 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-01 - 5:07:43 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-01 - 5:07:43 PM GMT

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# GB-500- DFA Grant (1).

Final Audit Report 2024-11-01

| | |
|---|---|
| Created: | 2024-11-01 |
| By: | TARA RICO (trrico@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzMvARa_TsPxPVsz8wOmPCFxwLRIWcCuh |

## "GB-500- DFA Grant (1)." History

Document created by TARA RICO (trrico@santafenm.gov)
2024-11-01 - 5:17:55 PM GMT- IP address: 63.232.20.2

Document emailed to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) for signature
2024-11-01 - 5:18:28 PM GMT

TARA RICO (trrico@santafenm.gov) added alternate signer JOHN BLAIR (jwblair@santafenm.gov). The original signer LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) can still sign.
2024-11-01 - 7:36:44 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature
2024-11-01 - 7:36:45 PM GMT

Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-11-01 - 9:53:57 PM GMT- IP address: 104.47.65.254

Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-11-01 - 9:56:07 PM GMT- IP address: 63.232.20.2

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-11-01 - 9:56:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-01 - 9:56:10 PM GMT

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# City of Santa Fe New Mexico
## Memorandum

**Date:** October 24, 2024

**To:** Governing Body

**Via:** Regina Wheeler
Regina Wheeler (Oct 29, 2024 17:01 MDT)
Regina Wheeler, Public Works Department Director

**From:** Romella Glorioso-Moss, PhD, CPM, Capital Projects Manager

**Subject:** Approval of a Cooperative Project Agreement - Design

**Vendor Name:** New Mexico Department of Transportation

**Vendor Number:** 7177

---

**ACTION:**
Request for Approval of a Cooperative Project Agreement – Design Control No. S100830 With the New Mexico Department of Transportation for the Engineering Design of Arroyo Chamisos Trail Extension in the Total Amount of $300,000 through December 31, 2026 (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, 505-955-6623)

1) Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $300,000 using $256,320 of NMDOT funding and $43,680 of Road Impact Fees to Design the Arroyo Chamisos Trail Extension Project.

**BACKGROUND AND SUMMARY:**
The Arroyo Chamisos Trail Extension Project connecting East and West Zia neighborhoods has been prioritized in the Santa Fe Metropolitan Planning Organization's Bicycle Masterplan and the Bicycling and Pedestrian Strategic Plan FY2023-2033.

Recognizing the importance of this project, a $300,000 federal funding was granted via Recreational Trail Program administered by the New Mexico Department of Transportation. The funding will be used to design a 10 ft-wide, 845 ft-long paved multi-use path along the 20 ft-wide drainage easement on Arroyo de los Chamisos between Botulph Road and Old Arroyo Chamiso. The Cooperative Agreement terminates on December 31, 2026.

**PROCUREMENT METHOD:**
This funding is exempt from the New Mexico Procurement Code as per Section 13-1-98 A.

**Chief Procurement Officer Approval:** _____ **Date:** Nov 12, 2024
**Comment/Exceptions:**
NMSA 1978, Section 13-1-98 (A)

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is N/A (Revenue)
The FY25 Project ledger number is PWD2533015.

**$$$$$ SOURCE/REVENUE: ☐Expense ☒Revenue**

**The funding source is**: NMDOT S100830
**Fund Name/Number:** Roadway/Trails/330
**Munis Org Name/Number**: Streets/3309980
**Munis Object Name/Number**: WIP Design/572960
**Munis Revenue Object Name/Number**: 490150

*If the project is grant funded?* List grant award number*:* S100830
**Grant Manager / Accounting Officer Approval:** Matthew Bonifer **Date:** 11/04/2024
Matthew Bonifer (Nov 4, 2024 08:42 MST)
**Comment/Exceptions:**

**Project Ledger #:** PWD2533015

**Budget Officer Approval:** Andy Hopkins **Date:** 11/01/2024
**Comment/Exceptions:**

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

**☐Yes | ☒ No**

**# (if known):**

**Repair or Replacement of Existing Equipment:**

**☐Yes | ☒ No**
**If yes -> ☐Repair | ☐ Replacement**

**Please explain:**

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☒ Yes | ☐ No**

**Project Ledger #:** PWD2533015
**Anticipated length of project:** 2 years

**Asset Manager Approval:** **Date:**
**Comment/Exceptions:**

**Department Approvals:**

IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

**Approval**: _____ **Title:** _____ **Date**: _____
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment & Exceptions**: _____

Department Contract Administrator Contact Info:
Amanda Archuleta, Email: ajarchuleta@santafenm.gov; Phone: 505-955-6631

**ATTACHMENTS:**
Cooperative Project Agreement – Design
Budget Adjustment Resolution

Halona Crowe
_____
Reviewed by Halona Crowe

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

July 24, 2024

Ms. Romella Glorioso-Moss
Captial Projects Manager
City of Santa Fe
200 Lincoln Ave, P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Control Number: S100830

Dear Ms. Glorioso-Moss:

Enclosed for your coordination of signatures is an original of the Cooperative Project Agreement for the project referenced above. Please return the signed agreement to your Region T/LPA Coordinator. An original will be sent to you at the time it is fully executed.

If you have any questions concerning this agreement or if I can be of further assistance, please contact me at (505) 795-3663.

Sincerely,

Jacqulynn Hurtado

On behalf of

Kimberly Perry
Deputy Director
Project Oversight Division

Concur:

Region T/LPA Coordinator

CC: Sean Sandoval Project Oversight Director
Kimberly Perry Project Oversight Deputy Director

**Michelle Lujan Grisham**
Governor

**Ricky Serna**
Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**
Commissioner, Vice-Chairman
District 1

**Bruce Ellis**
Commissioner
District 2

**Hilma E. Chynoweth**
Commissioner
District 3

**Walter G. Adams**
Commissioner, Chairman
District 4

**Thomas C. Taylor**
Commissioner
District 5

**Charles Lundstrom**
Commissioner, Secretary
District 6

General Office | P. O. Box 1149 | Santa Fe, NM 87504

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

**Contract No.:**
**Vendor No.:** 0000054360
**Control No.:** S100830

# COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100830 is effective as of the date of the last party to sign it on the signature page.

**1. Funding and Project Description.**

a. Funding for Design Work is as follows:

1. **FFY 2025 Rec Trails Prog (RTP) Funds**
   **Department's 85.44% share** $256,320
   Arroyo Chamisos Trail Extension. Arroyo Chamisos Trail connection between East Zia and West Zia. (Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100830.)
2. **City's matching 14.56% share** $43,680
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $300,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

**2. Payment – Reimbursement.**

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

**3. Federal, State and Department Requirements.**

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By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 20, Lobbying Certification
d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Debarment and Suspension (Grants) and Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements regarding Office of Inspector General Reviews as identified on Exhibit B.

**4. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **December 31, 2026.** If a contract term extension is needed, the Local Agency must provide a written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

**5. Termination.**

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there are no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

**6. Third Party Beneficiary.**

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

**7. New Mexico Tort Claims Act.**

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

**8. Appropriation.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

**9. Scope of this Agreement.**
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. The performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**10. Severability.**
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

**11. Principal Contacts and Notices.**
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

**Region T/LPA Coordinator**
Katrina Quintana
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 699-7584
E-mail: katrina.quintana@dot.nm.gov

**District T/LPA Coordinator**
Javier Martinez
T/LPA Coordinator Interim
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: (505) 500-2360
E-mail: javier.martinez@dot.nm.gov

**Construction Liaison Engineer**
Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, NM 87505
Office: (505) 321-8380
E-mail: Eunice.Cazares@dot.nm.gov

**Local Agency**
Romella Glorioso-Moss
Captial Projects Manager
City of Santa Fe
200 Lincoln Ave, P.O. Box 909
Santa Fe, New Mexico 87504-0909
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

**12. Amendment.**
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

**In witness whereof,** each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:
By: Sundergeet Kaur Date: 08/13/24
CBDDF719FE734A2
Assistant General Counsel

**CITY OF SANTA FE**

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
Geralyn Cardenas, Interim City Clerk

Approved as to form and legal sufficiency:

By: Kevin L. Nault Date: Aug 29, 2024
Kevin L. Nault (Aug 29, 2024 09:29 MDT)
Kevin L Nault, Assistant City Attorney

Approved for Finances

By: Emily K. Oster Date: Nov 15, 2024
Emily Oster, Finance Director

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

# EXHIBIT A

**2 CFR 200.331 Requirements**

**Federal Award Identification.**

| | |
|---|---|
| (i) Public Entity name (which must match the name associated with its unique entity identifier); | **City of Santa Fe** |
| (ii) Public Entity's unique entity identifier (UEI); | **QLN2YKMMJ8X6** |
| (iii) Federal Award Identification Number (FAIN); | **Please see approved Federal Highway form.** |
| (iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency; | **Please see date on approved Federal Highway form.** |
| (v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date; | **Start date: Please see date on approved Federal Highway form thru<br>End Date: 12/31/2026.** |
| (vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity; | **$256,320** |
| (vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation; | **This award is in addition to any previous awards received by sub-recipient from NMDOT.** |
| (viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity; | **The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.** |
| (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); | **Arroyo Chamisos Trail Extension. Arroyo Chamisos Trail connection between East Zia and West Zia.** |
| (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity; | **FHWA, New Mexico Department of Transportation<br>Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us<br>P.O. Box 1149 Santa Fe, NM 87501-1149** |
| (xi) CFDA Number and Name; | **20.219- Recreational Trails Program** |
| (xii) Identification of whether the award is R&D; and | **No R&D** |
| (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs). | **N/A** |

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

## EXHIBIT B

**Uniform Administrative Requirements and Audit**
2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

**Federal Funding Accountability and Transparency Act (FFATA).**
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USA Spending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

**Office of Inspector General Review**

Docusign Envelope ID: A8F7292E-D895-4FB6-9AF8-B9F23DE876A2

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
   a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
   b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

   Nothing in this section should be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works / Streets & Roadways CIP | 8/13/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP Design - Arroyo Chamisos Trail Ext | 3309980 | 572960 | PWD2533015 | 300,000 | |
| | | | | | |
| Impact Fees - Capital Transfer Out to Streets/Roadways CIP | 2320471 | 760330 | | 43,680 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NMDOT - Arroyo Chamisos Trail Ext | 3309980 | 490150 | PWD2533015 | (256,320) | |
| | | | | | |
| Streets/Roadways CIP - Capital Transfer In from Impact Fees | 3309980 | 660232 | | (43,680) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 43,680 | $ - |

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

Agreement with NMDOT for design of the Arroyo Chamiso Trail Extension between East Zia and West Zia Road in the amount of $256,320 with a $43,680 local match from Impact Fees for a total of $300,000. (S100830 expires 12/31/2026)

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| | |
| 232 | (43,680) |
| | |
| | |
| TOTAL: | (43,680) |

Halona Crowe — 8/13/2024
Prepared By *{print name}* — Date

Division Director Signature — Date

Regina Wheeler (Nov 1, 2024 14:36 MDT)
Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins — 11/01/2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# GB PW NMDOT Cooperative Agreement S100830 (ADLCT0) dept 1

Final Audit Report 2024-11-16

| | |
|---|---|
| Created: | 2024-11-12 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA65JS7JL2mSEt-tz5iotvJJbS5nfnW82Z |

## "GB PW NMDOT Cooperative Agreement S100830 (ADLCT0) dept 1" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-12 - 4:03:11 PM GMT- IP address: 97.182.23.177

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-12 - 4:04:30 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-12 - 4:32:39 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-12 - 4:43:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-12 - 4:43:33 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-16 - 0:37:48 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-16 - 0:40:27 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-16 - 0:40:27 AM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

**Date:** October 31, 2024

To: Governing Body

**Via:** Henri Hammond-Paul, Community Health and Safety Director
HENRI HAMMOND-PAUL (Nov 1, 2024 09:16 MDT)
Paul Joye, Chief of Police
Paul Joye (Oct 31, 2024 17:05 MDT)

**From:** **Brian Williams, Office of Emergency Management Director**
BRIAN WILLIAMS (Oct 31, 2024 15:50 MDT)

**Subject:** **Grant Award Approval – 2024 State Homeland Security Grant Program**

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**ITEM AND ISSUE:**
The Office of Emergency Management respectfully requests your review and approval of a grant agreement in the total amount of $283,975.00 for the purchase of emergency preparedness equipment, specialized training, and contracted support for The Office of Emergency Management and the Santa Fe Police Department for a term of 24 months with The New Mexico Department of Homeland Security and Emergency Management.

The Office of Emergency Management respectfully requests your review and approval of an FY25 BAR to budget $283,975.00 in awarded Federal grant funds to the Office of Emergency Management.

**Action Requested: Grant Approval, BAR Approval**

**BACKGROUND AND SUMMARY:**
The City of Santa Fe applied for this 100% federally funded grant through the United States Department of Homeland Security, administered by the New Mexico Department of Homeland Security and Emergency Management to fund development and sustainment of emergency preparedness capabilities. Projects are competitively awarded by NM DHSEM in accordance with State and local funding priorities.

The Emergency Management Director is responsible for ensuring the conditions of this grant are met, including providing and receiving required training, citywide compliance with the National Incident Management System, conducting emergency response exercises, and developing and maintaining appropriate emergency management plans for the City. All expenditures must be pre-approved by the New Mexico Department of Homeland Security and Emergency Management.

The Office of Emergency Management and the Santa Fe Police Department collaborated to secure this grant for the following purchases:

**Project 1. Replacement plate armor for all SFPD Officers ($119,000)**
Existing equipment has reached the end of its useful life, is outside of warranty, and needs replacement. This purchase will support the protection of soft targets and crowded places by providing all officers who may be the first on scene at a critical incident with reliable, up-to-date personal protective equipment.

**Project 2. Mobile Broadband Kit for the Office of Emergency Management ($11,000)**
This purchase will allow City of Santa Fe public safety personnel to maintain efficient operational coordination, communication, and information sharing during emergencies by ensuring uninterrupted broadband access.

**Project 3. Replacement ballistic helmets for all SFPD Officers ($49,003)**
Existing equipment has reached the end of its useful life, is outside of warranty, and needs replacement. This purchase will support the protection of soft targets and crowded places by providing all officers who may be the first on scene at a critical incident with reliable, up-to-date personal protective equipment

**Project 4. Advanced SWAT Course for 8 SWAT Team Officers ($14,494)**
The Santa Fe Police Department currently maintains a NIMS Type II SWAT Team. Due to natural attrition from retirements or transfers to other departments, there is a shortage of SWAT operators with this high-level certification. This training will close the current training gap that exists and ensure that our Type II SWAT Team sustains their capabilities.

**Project 5. SWAT Advanced Sniper Course for 2 SWAT Team Officers ($3,010)**
The Santa Fe Police Department currently maintains a NIMS Type II SWAT Team. Due to natural attrition from retirements or transfers to other departments, there is a shortage of SWAT operators with this high-level certification. This training will close the current training gap that exists and ensure that our Type II SWAT Team sustains their capabilities.

**Project 6. SWAT Master Breacher Course for 4 SWAT Team Officers ($22,310)**
The Santa Fe Police Department currently maintains a NIMS Type II SWAT Team. Due to natural attrition from retirements or transfers to other departments, there is a shortage of SWAT operators with this high-level certification. This training will close the current training gap that exists and ensure that our Type II SWAT Team sustains their capabilities.

**Project 7. ESRI Advantage Program subscription to support Emergency Management GIS capabilities ($65,158)**
This subscription service renewal will support the continuing development of an emergency management geospatial strategy to improve emergency planning, public information and warning, and operational coordination efforts.

The term of the grant ends on September 30, 2026.

**PROCUREMENT METHOD:**
N/A – Grant approval only

**Chief Procurement Officer Approval:_____ Date:_____**
**Comment/Exceptions:_____**

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Project ledger numbers are: OEM2522104, OEM2522105, OEM2522106, OEM2522107, OEM2522108, OEM2522109, OEM2522110

**SOURCE/REVENUE: ☐Expense ☒Revenue**

The funding source is:
**Fund Name/Number**: Emergency Services/221
**Munis Org Name/Number:** Emergency Management/2212850
**Munis Object Name/Number:** Fed Grant/490610

*If the project is grant funded?* List grant award number*: EMW-2024-SS-05231*

**Grant Manager / Accounting Officer Approval:** Matthew Bonifer Matthew Bonifer (Nov 1, 2024 09:36 MDT) **Date:** 11/01/2024
**Comment/Exceptions:** _____

**Project Ledger #:** OEM2522104, OEM2522105, OEM2522106, OEM2522107, OEM2522108, OEM2522109, OEM2522110

**Budget Officer Approval:** Andy Hopkins **Date:** 11/01/2024
**Comment/Exceptions:** _____

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

**☐Yes | ☒ No**

**# (if known):** _____

**Repair or Replacement of Existing Equipment:**

**☐Yes | ☒ No**
**If yes -> ☐Repair | ☐ Replacement**

**Please explain:** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☐ Yes | ☒ No**

**Project Ledger #:** _____

**Anticipated length of project: 24 months**

**Asset Manager Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Department Approvals:**
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**

**Approval**: _____ **Title:** _____ **Date**: _____
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment & Exceptions**: _____

Department Contract Administrator Contact Info:
Justin Gonzales, jmgonzales@santafenm.gov

**ATTACHMENTS:**

*FY25 BAR*
*FY24 Subrecipient Grant Agreement*
*Project Ledgers (7)*

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Community Health and Safety / Emergency Management | 10/29/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Operating Supplies | 2212850 | 530200 | OEM2522104 | 119,000 | |
| Operating Supplies | 2212850 | 530200 | OEM2522106 | 49,003 | |
| Equipment > $5K | 2212850 | 570500 | OEM2522105 | 11,000 | |
| Software Subscriptions > $5K | 2122850 | 570850 | OEM2522110 | 65,158 | |
| Registration | 2212850 | 560700 | OEM2522107 | 4,000 | |
| Out of State Travel | 2212850 | 560500 | OEM2522107 | 3,425 | |
| Out of State Per Diem | 2212850 | 560200 | OEM2522107 | 7,069 | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522104 | (119,000) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522106 | (49,003) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522105 | (11,000) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522110 | (65,158) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522107 | (4,000) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522107 | (3,425) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522107 | (7,069) | |
| | | | | $ - | $ - |

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

Appropriation of the 2024 State Homeland Security Grant Program (SHSGP) for various purposes.

See attached memo and documentation.

[BAR p. 1 of 2]

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

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

Kyle Morgan — 10/29/2024
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 — 11/01/2024
Budget Officer — Date

Division Director Signature *{optional}* — Date

HENRI HAMMOND-PAUL (Nov 1, 2024 09:16 MDT) — 11/01/2024
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| | |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Registration | 2122850 | 560700 | OEM2522108 | 1,500 | |
| Out of State Travel | 2212850 | 560500 | OEM2522108 | 1,000 | |
| Out of State Per Diem | 2212850 | 560200 | OEM2522108 | 510 | |
| Registration | 2212850 | 560700 | OEM2522109 | 11,500 | |
| Out of State Travel | 2122850 | 560500 | OEM2522109 | 2,050 | |
| Out of State Per Diem | 2122850 | 560200 | OEM2522109 | 8,760 | |
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| | | | | | |
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| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522108 | (1,500) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522108 | (1,000) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522108 | (510) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522109 | (11,500) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522109 | (2,050) | |
| US DEPARTMENT OF HOMELAND SECURITY | 2212850 | 490610 | OEM2522109 | (8,760) | |
| | | | | $ - | $ - |

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

Appropriation of the 2024 State Homeland Security Grant Program (SHSGP) for various purposes.

See attached memo and documentation.

[BAR p. 2 of 2]

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

Kyle Morgan — 10/29/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

HENRI HAMMOND-PAUL (Nov 1, 2024 09:16 MDT) 11/01/2024
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 — 11/01/2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT**
P.O. Box 27111, Santa Fe, NM 87502

**SUBRECIPIENT GRANT AGREEMENT**
**FY 2024 State Homeland Security Grant Program (SHSGP)**
**2024 Federal Grant No.: EMW-2024-SS-05231 Assistance Listing No.: 97.067**

## SUB GRANT RECIPIENT INFORMATION

| | | | |
|---|---|---|---|
| **SUBRECIPIENT NAME** | City of Santa Fe | **SUBGRANT NUMBER** | **SHSGP2024-Santa Fe City** |
| **FIDUCIARY NAME** | City of Santa Fe | **SUPPLIER ID NO.** | 54360 |
| **EIN NUMBER** | 85-6000168 | **CAGE CODE** | 4C987 |
| **SAM UEI #** | QLN2YKMMJ8X6 | **REMIT ADDRESS** | 200 Lincoln Ave. |
| **PHYSICAL ADDRESS** | 1600 Saint Michaels Dr. Bldg. 2 | | Santa Fe, NM 87501 |
| | Santa Fe, NM 87505 | | |

## NMDHSEM INFORMATION

| | | | |
|---|---|---|---|
| **POINT OF CONTACT** | Victoria Romero | **PHONE NUMBER** | (505) 219-5276 |
| **EMAIL ADDRESS 1** | Victoria.Romero@dhsem.nm.gov | **EMAIL ADDRESS 2** | DHSEM-GrantsManagement@state.nm.us |

## SUBGRANT AWARD INFORMATION

**PERIOD OF PERFORMANCE:**

**START DATE** **October 1, 2024** **END DATE** **September 30, 2026**

| | NAME OF PROJECT AWARD | AMOUNT AWARDED |
|---|---|---|
| 1 | SFPD PPE - Plate Armor | $119,000.00 |
| 2 | Mobile Broadband Kits | $11,000.00 |
| 3 | SFFD-RTF PPE -Helmets | $49,003.00 |
| 4 | Advanced SWAT Course | $14,494.00 |
| 5 | SWAT Advanced Sniper Course | $3,010.00 |
| 6 | SWAT Master Breacher Cource | $22,310.00 |
| 7 | Community Resilience Mapping | $65,158.00 |
| 8 | | |
| | **SHSGP TOTAL AWARDED AMOUNT** | **$283,975.00** |

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**WHEREAS**, the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has been designated by the United States Department of Homeland Security (USDHS) to serve as grantee and is thereby authorized to issue this agreement to the applicant, subrecipient, and subgrantee.

**WHEREAS,** funding has been obligated from the USDHS pursuant to a request by the applicant, subrecipient, and subgrantee.

**NOW, THEREFORE** it is mutually understood and agreed between the grantee, NMDHSEM, and subgrantee, **City of Santa Fe** hereinafter referred to as "subrecipient" as follows:

## ARTICLE 1: SUBGRANT AGREEMENT DOCUMENTS

The following additional subgrant agreement documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov
- Attachment 1: USDHS Standard Terms and Conditions (November 29, 2022) which are incorporated by reference into this Subgrant Agreement.
- Attachment 2: Reimbursement Checklist.
- Attachment 3: NQS Implementation Phase Objectives
- Attachment 4: Glossary and Definitions.
- Attachment 5: Acronyms.

## ARTICLE 2: SCOPE OF WORK

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296 as amended) (6 U.S.C Section 603), and the Department of Homeland Security Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328), the subrecipient shall use State Homeland Security Grant Program (SHSGP) funds to support efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Specifically, these funds shall be utilized by the subrecipient for projects previously identified in the 2024 SHSGP Application and approved by the NMDHSEM Secretary or designee.

All work performed pursuant to this agreement must comply with the approved 2024 SHSGP Application. All work must be completed within the performance period, between **October 1, 2024,** and **September 30, 2026.** The subrecipient shall not subgrant any part of this award to any other entity or organization.

## ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the subrecipient must submit a written statement to the NMDHSEM Point of Contact as identified on page 1, of this document signed by the subrecipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of NMDHSEM, the grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants.

## ARTICLE 4: REPORTING REQUIREMENTS

The subrecipient, shall submit timely **Quarterly Financial Progress Reports (FPR)** and **Performance Progress Reports (PPR)** to the **NMDHSEM Point of Contact** identified on page 1**.** Use of outdated forms will not be accepted. All quarterly reports are due: October 15, January 15, April 15, and July 15 within the Period of Performance (POP) beginning after the conclusion of the first quarter of grant activity. **Requests for payment will be processed ONLY if both quarterly reports are received on time.**

- **Final reports:** Due 15 days after the end of the POP. The Final Narrative Report will suffice as the final performance progress report.

The subrecipient must immediately report in writing to the NMDHSEM Point of Contact alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Subgrant Agreement. This requirement extends further to an obligation by the subrecipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

## ARTICLE 5: REIMBURSEMENTS

Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely financial and performance progress reports. Payments may be withheld by NMDHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). The NMDHSEM staff will not process reimbursements if quarterly PPRs and FPRs are not submitted.

All reimbursements are contingent upon funds being allocated, budgeted, and encumbered for that purpose.

**DELAYS AND DENIAL OF PAYMENT:** Reduce delays in processing of payment requests by checking for accuracy prior to submission. Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The Period of Performance has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for Payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

**CONTRACTS: All contracts must be submitted to the NMDHSEM Point of Contact for NMDHSEM review prior to implementation.**

**EQUIPMENT:** Per 2 CFR 200.1, equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or $10,000. Allowable equipment categories are listed on the web-based FEMA Authorized Equipment List (AEL): www.fema.gov/grants/tools/authorized-equipment-list. Screenshots of the AEL number and description are required to be submitted along with the Request for Approval (RFA). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the AEL grant notes for each equipment

item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**TRAVEL:** All reimbursable travel must be pre-approved by NMDHSEM 30 days prior to travel date.

**PER DIEM:** Reimbursements for state, local, tribal, and territorial jurisdictions cannot exceed the rates of the New Mexico Per Diem and Mileage Act, NMSA 1978, Section 10-8-4 (2021). Visit the Department of Finance and Administration for the latest rates.

**TRAINING:** Requires NMDHSEM pre–approval 30 days prior to registering or participating in training opportunities.

**EXERCISE:** Requires submission of an After–Action Report/Improvement Plan (AAR/IP) within 60 days after conduct of an exercise. The AAR/IP must be submitted to NMDHSEM's Training and Exercise Unit.

**FOOD AND BEVERAGES:** Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is considered to be reasonable.
    - The food and/or beverages provided are subject of a work-related event and work continues after meals are served.
    - Participation by all participants is mandatory; and
    - The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

**NON-REIMBURSABLE EXPENSES:**

- Grant funds must comply with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Applying funds toward hiring full-time or permanent sworn public safety officers
- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).
- Transfer of funds between any programs.
- Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than $60,000 not pre-approved by NMDHSEM.
- Training and related travel costs not pre-approved by NMDHSEM.
- Construction and renovation.
- Indirect costs.
- Supplanting (using federal funds to purchase items previously budgeted for with state, local, tribal, and territorial funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.

- Lodging costs in excess of state per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Expenses not pre-approved by NMDHSEM via a RFA form.
- Operation Stonegarden (OPSG) Only
    - costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses
    - costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc
    - hiring full-time or permanent sworn public safety officers
    - supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies
    - construction and/or renovation costs are prohibited

## ARTICLE 6: PERFORMANCE MEASURES

The quarterly PPR form shall demonstrate performance and progress relative to acceptable performance metrics identified in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov .

**FY 2024 Performance Metrics:**

- Percentage of funding allocated by the subrecipient to core capabilities to build or sustain national priorities identified in the HSGP FY 2024 NOFO.
- Percentage of funding and projects allocated by the subrecipient that align to capability gaps identified through the THIRA/SPR process.
- Percentage of projects identified by the subrecipient that address a capability gap in a core capability that has a target(s) rated as high.

## ARTICLE 7: SUBRECIPIENT MONITORING POLICY

The NMDSHEM as the pass-through entity is responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the responsibility to monitor the activities of the subrecipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

In terms of overall award management, subrecipient responsibilities include, but are not limited to accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or sub-award, as applicable, including the terms of 2 C.F.R. Part 200.

The NMDSHEM will conduct periodic monitoring as required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM will periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. Monitoring may include desk and field audits. Technical assistance is available from NMDHSEM staff.

## ARTICLE 8: FUNDING RESTRICTIONS; ALLOWABLE AND UNALLOWABLE COSTS; AND RECOVERY OF FUNDS

All costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this award is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov, the terms and condition of an award, or other program materials, costs charged to awards covered by The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award. Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements in this notice as well as with the terms and conditions of the award. If FEMA and/or NMDHSEM staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA and/or NMDHSEM staff may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, subrecipients may only use federal funds for the purposes set forth in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

See the Allowable Cost Matrix section in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov for allowable cost activities.

**Equipment.** The allowable prevention, protection, mitigation, response, and recovery equipment categories for SHSGP are listed on the FEMA Authorized Equipment List (AEL): https://www.fema.gov/grants/tools/authorized-equipment-list. Some equipment items require prior approval from FEMA through NMDHSEM before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM. Allowable equipment

is listed on the FEMA Authorized Equipment List (AEL): https://www.fema.gov/grants/tools/authorized-equipment-list.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable guidance identified in the SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). Such investments must be coordinated with the New Mexico Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

**Training.** Allowable training-related costs under SHSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSGP program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., Health and Human Services [HHS] and Department of Transportation [DOT]). Training conducted using SHSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. See the The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov for further information on allowable costs under this category.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

**Exercises.** Funding is allowable to design, develop, conduct and evaluate preparedness exercises. See the The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov for further information on allowable costs under this category. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). The HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on exercise requirements and EHP review can be found online at https://www.fema.gov/sites/default/files/documents/fema_gpd-ehp-policy-guidance.pdf.

**Maintenance and Sustainment.** Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts.

When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with SHSGP funds or for equipment dedicated for SHSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

The policy set forth in FEMA's Information Bulletin (IB) 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain USDHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

**Construction and Renovation.** All construction and renovation projects require EHP review. Subrecipients proposing projects that have the potential to impact the natural or built environment, including, but not limited to, the construction of communication towers; modification or renovation of existing buildings, structures, and facilities; new construction, including replacement or relocation of facilities; and some training activities, must participate in the FEMA EHP review process. For the purposes of the limitations on funding levels, communications towers are not considered construction. All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with a Grant Programs Directorate (GPD) EHP Screening Form and supporting materials for EHP review.

Written approval must be provided by FEMA through NMDHSEM prior to the use of any SHSGP funds for construction or renovation. When applying for construction funds, subrecipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, subrecipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

**Unallowable Costs**

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition is not allowed with SHSGP funds;
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Unauthorized exercise-related costs include:
  - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

## ARTICLE 9: PROCUREMENT

Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The subrecipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C. F. R § 200.317 through 2 C.F.R. § 200.327, and Appendix II to Part 200.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

When procuring property and services under this agreement, the subrecipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327 and Appendix II to Part 200. The subrecipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. 200. As such, the subrecipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320. A RFA form must be approved by NMDHSEM staff prior to any tangible expenditures.

**Procurement Documentation:** Per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

1. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
2. Responses to solicitations, such as quotes, bids, or proposals;
3. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
4. Contract documents and amendments, including required contract provisions; and
5. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

Additional information on required procurement records can be found in the Procurement Disaster Assistance Team (PDAT) Field Manual, https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf.

Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

## ARTICLE 10: COMPETITION AND CONFLICTS OF INTEREST

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C. F. R § 200.317 through 2 C.F.R. § 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs,

such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. § 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

## ARTICLE 11: REQUIREMENTS FOR SMALL UNMANNED AIRCRAFT SYSTEM (sUAS)

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating HSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C. F. R § 200.317 through 2 C.F.R. § 200.327. For recipients that use HSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to

servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2024 DHS Appropriations Act further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

**Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)**

In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: Interagency Legal Advisory on UAS Detection and Mitigation Technologies Homeland Security (dhs.gov). The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: Interagency Issues Advisory on Use of Technology to Detect and Mitigate Unmanned Aircraft Systems Homeland Security (dhs.gov).

## ARTICLE 12: GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing. Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at GSA's Programs for State and Local Governments and State and Local Governments webpages.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the subrecipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. § 200.317 through 2 C.F.R. §200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (2 C.F.R. § 200.321), domestic preferences (2 C.F.R. § 200.322), contract cost and price (2 C.F.R. § 200.324), and required contract provisions (2 C.F.R. § 200.327 and Appendix II to Part 200).

**Other Supply Schedules and Programs:** For non-federal entities other than states (such as tribes, local governments, and nonprofits) that want to procure goods or services from a state supply schedule, cooperative purchasing

program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

1. The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
2. The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
3. The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
4. The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. § 200.317 through 2 C.F.R. §200.327; and
5. With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the subrecipient discuss the procurement plans with its NMDHSEM Point of Contact.

## ARTICLE 13: CONTRACTS

Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. **All** contracts **must be submitted** to the NMDHSEM Point of Contact with a **completed NMDHSEM Procurement Checklist** for NMDHSEM review **prior** to implementation**.** See 2 C.F.R. § 200.1, and 2 C.F.R. 200 Appendix II to Part 200 for Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

## ARTICLE 14: AUDIT REQUIREMENTS

As the federal grant recipient, the State of New Mexico requires a subrecipient expending $1,000,000.00 or more in federal funds in the organization's fiscal year to conduct an organization–wide audit in accordance with 2 C.F.R. 200 Subpart F. The subrecipient will permit NMDHSEM staff and auditors to have access to the subrecipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 C.F.R. 200 Subpart F. Copies of audit findings must be submitted to the NMDHSEM Point of Contact within 30 days after the subrecipient receives its audit report, or within a 9–month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, and year; the Assistance Listing title and number; and the name of the pass-through agency.

## ARTICLE 15: PROPERTY AND EQUIPMENT MANAGEMENT

The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The

subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

Any disposition of SHSGP/OPSG property or equipment must be in accordance with 2 C.F.R. 200.313(e) and pre-approved by FEMA through NMDHSEM.

## ARTICLE 16: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

The subrecipient must provide information to FEMA of the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The subrecipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances. See FEMA Policy: Grant Program Directorate Environmental Planning and Historic Preservation, FEMA Policy #108-023-1, Revision 2 for more information.

Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, construction projects inside buildings less than 43 years old and exercises. The subrecipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify NMDHSEM, FEMA and the New Mexico Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

## ARTICLE 17: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a subgrant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico."

## ARTICLE 18: RECORDKEEPING

The subrecipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall

be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

## ARTICLE 19: CHANGES TO AWARD

In keeping with 2 C.F.R. § 200.308, the subrecipient must report deviations from the approved budget, project or program scope, or objective(s) in accordance with 2 C.F.R. § 200.329. The subrecipient must request prior approvals for budget and program plan revisions in accordance with this section. The subrecipient must request prior written approval for the following program and budget-related reasons:

(1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
(2) Change in key personnel (including employees and contractors) that are identified by name or position in the Federal award.
(3) The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project / program director.
(4) The inclusion, unless waived by the Federal agency, of costs that require prior approval in accordance with 2 C.F.R. Subpart E as applicable.
(5) The transfer of funds budgeted for participant support costs to other budget categories.
(6) Subaward activities not proposed in the application and approved in the Federal award or NMDHSEM subgrant agreement.
(7) Changes in the total approved cost-sharing amount.
(8) The need arises for additional Federal funds to complete the project.
(9) Transferring funds between the construction and non-construction work under a Federal award.
(10) A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance

All change requests must be submitted either in writing or electronically to the NMDHSEM Point of Contact for review **90 days prior** to the termination of this agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time of the request. If approved by NMDHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, may result in an amendment to this award. Requests for changes must be submitted using the Request for Budget-Project Revision form. **No more than two budget/project revisions will be considered per subgrant agreement.**

## ARTICLE 20: EXTENSION REQUESTS

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests and must contain specific and compelling justifications as to why an extension is required. Requests for extensions must be submitted using the Request for Subgrant Extension form.

Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who experience technical issues must notify the NMDHSEM Point of Contact **within 90 days of the POP end date**. All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;

3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification (IJ) and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy or operational challenges. Extensions are typically granted for no more than a six-month period. Extension requests cannot extend past 12 months of the original subgrant agreement end date. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

All requests for Subgrant award extensions must be received at NMDHSEM **prior to the 90-day subgrant award termination date**. Requests for subgrant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the NMDHSEM Point of Contact on a case-by-case basis.

## ARTICLE 21: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **October 1, 2024** through **September 30, 2026**. Further, all personnel related grant activity must be completed between **October 1, 2024** through **September 30, 2026**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the final performance progress and financial progress reports are due.

- The FY 2024 SAFECOM Guidance on Emergency Communications Grants, in coordination with stakeholders and federal partners, and the National Emergency Communications Plan Goals, targets funding priorities to address:
    - Priority 1: Governance and Leadership
    - Priority 2: Planning and Procedures
    - Priority 3: Training, Exercises, and Evaluation
    - Priority 4: Activities that Enhance Communications Coordination
    - Priority 5: Standards-Based Technology and Infrastructure
    - Priority 6: Cybersecurity

- **Deployable / Shareable Assets:** All assets supported in part or entirely with non-disaster grant funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements. Assets that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of NMDHSEM.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient shall follow the financial management requirements imposed on them by NMDHSEM, which includes the requirements of the USDHS.

- The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace Requirements; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state, local, tribal, and territorial funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other state, local, tribal, and territorial agencies, and each award is accounted for separately.

- The subrecipient shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- The subrecipient certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for subrecipients of less than $25,000.00 or fewer than 50 employees.

- The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

## ARTICLE 22: REMEDIES FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the subrecipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The subrecipient must respond within five days of receipt of notification. See 2 C.F.R. § 200.399.

- Unwillingness or inability to attain project goals.
- Unwillingness or inability to adhere to the Special Conditions section of this subgrant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding contracts and procurements.
- Inability to submit reliable and/or timely reports.

- Management systems which do not meet federal required management standards.
- Failure or inability to adhere to the terms and conditions of this agreement.

## ARTICLE 23: TERMINATION

**For Cause:** In compliance with 2 C.F.R. § 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

**For Convenience:** In compliance with 2 CFR § 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance, or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. §200.313(e).

## ARTICLE 24: SPECIAL CONDITIONS

- **The Homeland Security Grant Program Notice of Funding Opportunity Requirements** – All of the instructions, guidance, limitations, and other conditions set forth in the USDHS Preparedness Grants Manual and the NOFO for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the USDHS Preparedness Grants Manual and the NOFO.

- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from the Grants Management Bureau is required for all purchases regardless of any application review.

- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least **25%** of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.

- **Request for Approval** - Pre-approval from NMDHSEM staff is required for all purchases regardless of any application review. The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. A Request for Approval (RFA) form must be approved prior to any tangible expenditures.

- **National Incident Management System (NIMS) -** All subrecipients and beneficiaries must have a completed NIMS Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams, must also complete a NIMS Assessment. Subrecipients must continue working on NIMS implementation objectives throughout the performance period of the grant and thereafter.

- **Threat Hazard Identification Risk Assessment (THIRA) -** All subrecipients must complete and/or revise their THIRA every three years and submit to NMDHSEM no later than October 31 of that year. www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdff

- **Stakeholder Preparedness Report (SPR) -** All subrecipients must complete and/or revise their SPR every year and submit to NMDHSEM no later than October 31st of that year. www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdf

- **Tactical Interoperable Communication Plan (TICP) -** All subrecipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan every year and submit to the New Mexico Statewide Interoperability Coordinator (SWIC) and your Local Preparedness Coordinator.

- **Emergency Operations Plan (EOP) -** All subrecipients must have a current, fully promulgated All Hazards Emergency Operations Plan (EOP); compliant with Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, September 2021, Version 3.0; and approved by NMDHSEM and must update at least once every two years. Sub-recipients are required to complete and include the NMDHSEM provided EOP crosswalk when submitting their EOPs to their Local Preparedness Coordinator for approval.

- **National Qualification System (NQS) - National Qualification System (NQS) -** All subrecipients and their beneficiaries must achieve Phase 3 NQS Implementation Objectives outlined on Attachment 3. Subrecipients must have issued PTBs to incident workforce personnel, which they designate, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements.

- **Integrated Preparedness Plan (IPP)** - Subrecipients must have a current multi-year Integrated Preparedness Plan that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to the NMDHSEM Training and Exercise Unit before April 1 of each year.

- All subrecipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the NMDHSEM Training and Exercise Unit no later than 60 days after the exercise. Contact the DHSEM Point of Contact for more information.

- All SHSGP performance activities will be monitored by the assigned point of contact on a quarterly basis or as needed to ensure subrecipients are conducting progressive activities to ensure project completion within the specified performance period.

- Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All subrecipients of HSGP funds, including SHSGP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA through NMDHSEM. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412) https://www.fema.gov/sites/default/files/2020-04/Price_Wavier_Act_Clarification_IB_421A_Final_06-04-19.pdf.

- **Program Performance Reporting Requirements (PPR) and Financial Progress Reports (FPR)** – Subrecipients are responsible for providing performance reports to the State Administrative Agency, NMDHSEM, on a quarterly basis. Final financial reports are due 15 days after the end of performance period. The PPR and

FFR shall be submitted to the point of contact and Grants Management Bureau at DHSEM-GrantsManagement@state.nm.us .

| PERFORMANCE PERIOD | REPORT DUE DATE | LOCAL REPORT DUE |
|---|---|---|
| July 1 – September 30 | October 15 | Quarterly PPR & FPR |
| October 1 – December 31 | January 15 | Quarterly PPR & FPR |
| January 1 – March 31 | April 15 | Quarterly PPR & FPR |
| April 1 – June 30 | July 15 | Final PPR & FPR |

- All revision requests must be reviewed and approved by the Grants Management Bureau. All requests must meet the original scope of the project and may result in a subgrant amendment.

- A revision of a project's scope of work must be pre-approved by the Grants Management Bureau before the jurisdiction can proceed with the request for approval process. Additional documentation may be requested from the subrecipient prior to a recommendation to NMDHSEM Leadership for final approval.

- Annual external audit reports must be submitted to NMDHSEM within 30 days of receipt by subrecipients.

- Contracts for professional and consultant services that have been executed without written pre-approval from NMDHSEM are **not eligible** for reimbursement. The subrecipient will be responsible for all costs associated with services rendered under the unapproved contract.

- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this subgrant agreement are the sole responsibility of the subrecipient of this award.

- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.

- Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who need to request an extension, must notify their NMDHSEM Point of Contact within 90 days of the POP end date.

- Grant funds may not be used for the following:
  - Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
  - Expenditures for weapons systems and ammunition.
  - Costs used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.
  - Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
  - Costs that supplant traditional public safety positions and responsibilities
  - Activities and projects unrelated to the completion and implementation of the SHSGP/OPSG Program.

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**State of New Mexico**
**DEPARTMENT OF HOMELAND SECURITY**
**& EMERGENCY MANAGEMENT**
P.O. Box 27111
Santa Fe, NM 87502

**SUBRECIPIENT GRANT AGREEMENT – STATE HOMELAND SECURITY GRANT PROGRAM EMW-2024-SS-05231**

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the subrecipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

## Signature of Acceptance

| JURISDICTION SIGNATURES | | | |
|---|---|---|---|
| **SIGNATURE OF STATE HOMELAND SECURITY GRANT PROGRAM MANAGER** | | | |
| **OFFICIAL SIGNATURE:** | | **DATE:** | |
| **PRINTED NAME:** | | | |
| **CONTACT NUMBER:** | | **EMAIL ADDRESS:** | |
| **SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER** | | | |
| **OFFICIAL SIGNATURE:** | Emily K. Oster | **DATE:** | 11/01/2024 |
| **PRINTED NAME:** | EMILY OSTER | | |
| **CONTACT NUMBER:** | | **EMAIL ADDRESS:** | ekoster@santafenm.gov |
| **SIGNATURE OF JURISDICTIONS GOVERNMENT SIGNATORY OFFICIAL** | | | |
| **OFFICIAL SIGNATURE:** | | **DATE:** | |
| **PRINTED NAME:** | | | |
| **CONTACT NUMBER:** | | **EMAIL ADDRESS:** | |
| **NMDHSEM SIGNATURES** | | | |
| **NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF** | | | |
| **OFFICIAL SIGNATURE:** | | **DATE:** | |
| **PRINTED NAME:** | | | |
| **CONTACT NUMBER:** | | **EMAIL ADDRESS:** | |
| **NMDHSEM DEPUTY CABINET SECRETARY** | | | |
| **OFFICIAL SIGNATURE:** | | **DATE:** | |
| **PRINTED NAME:** | | | |
| **CONTACT NUMBER:** | | **EMAIL ADDRESS:** | |

**Print one original agreement, sign, and email to: DHSEM-GrantsManagement@state.nm.gov and the DHSEM Point of Contact.**

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Sub-recipient Grant as of the date of the signature by the required approval authorities below.

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 30, 2024 15:27 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

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**ATTACHMENT 1**
**FY 2024 U.S. Department of Homeland Security Terms and Conditions**
**Version 3 dated November 29, 2022**

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

**A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

### C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad
Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information
Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and

common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327,200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R.

Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXI. Reporting Subawards and Executive Compensation
For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

***Waivers***

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
    1) applying the domestic content procurement preference would be inconsistent with the public interest;
    2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

***Definitions***

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXVI. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

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## ATTACHMENT 2
## Reimbursement Checklist

**Please Note:** NMDHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable state, local, tribal, and territorial rules, and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

**EQUIPMENT**

- ☐ Have all invoices been included?
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Are expenditure(s) supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, purchase order, etc.)
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

**CONSULTANTS/CONTRACTORS**

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all the appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work products (e.g., meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

**SALARY POSITIONS**

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for the total claimed amount?
- ☐ Has a general ledger payroll report been included for the total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the period covered?
- ☐ Does the back-up documentation provided match the period for which reimbursement is being requested?

**TRAINING**

- ☐ Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has NMDHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- ☐ Have sign-in sheets, rosters and agenda been provided?
- ☐ If billing for overtime and/or backfill, has a spreadsheet been if lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have printouts from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who? Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Have any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and

equipment)? If so, receipts and proof of payment must be submitted. (e.g., system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

**OTHER:**

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

**MATCHING FUNDS**

- ☐ Contributions are from non-federal funding sources.
- ☐ Contributions are from cash.
- ☐ Contributions are from in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime, or other operational costs unrelated to EMPG eligible activities.

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## ATTACHMENT 3

| NQS IMPLEMENTATION PHASE OBJECTIVES | |
|---|---|
| **PHASE 0: NQS IMPLEMENTATION OBJECTIVES FOR CY 2022** | **EXAMPLE INDICATORS** |
| ▪ Only the 50 states, the District of Columbia and Puerto Rico shall work toward implementation of NQS by developing and Implementation Plan, using FEMA-provided two-page template.<br>▪ The Implementation Plan will identify a jurisdictions timeline for implementing NQS CY 2025.<br>▪ All other jurisdictions are encouraged to begin working toward identifying **at a minimum, request deployed positions** and implementation but will not be required until CY 2023. | ▪ Completion of a jurisdiction implementation plan<br>▪ Identification of implementation challenges |
| **PHASE 1: NQS IMPLEMENTATION OBJECTIVES FOR CY 2023** | **EXAMPLE INDICATORS** |
| ▪ All jurisdictions shall work toward implementation of NQS by developing an Implementation Plan, using the FEMA provided two-page template.<br>▪ Jurisdictions that began implementation in CY 2022 shall have designed and adopted organizational qualifications system procedures, a certification program and credentialing standard for incident workforce personnel in alignment with the NIMS Guideline for the National Qualification System. | ▪ Completion of a jurisdiction implementation plan<br>▪ Identification of implementation challenges<br>▪ Qualification policies and procedures approved by the jurisdiction. Procedures may include:<br>• Establishment of a Qualification Review Board, or equivalent review processes for incident workforce personnel qualifications.<br>• Individual and team coach and evaluation processes for incident workforce personnel qualifications. |
| **PHASE 2: NQS IMPLEMENTATION OBJECTIVES FOR CY 2024** | **EXAMPLE INDICATORS** |
| ▪ All jurisdictions shall have designed and approved organizational qualification system procedures, certification program and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the NQS.<br>▪ Jurisdictions that began implementation of CY 2022 shall have issued position task books (PTBs) to incident workforce personnel, as designated by the jurisdiction, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements.<br>▪ IN CY 2024, all jurisdictions partially satisfy the requirement by ensuring incident workforce personnel, which they designate, meet the minimum training requirements from the Job Title. Position Qualifications.<br>▪ Jurisdictions shall use a resource management or qualification tool system to track the qualification, certification, and credentialing of incident workforce personnel. | ▪ Qualification policies and procedures approved by the jurisdiction.<br>▪ Minimum criteria that trainees must meet to be qualified in a specific position is outlined in the NQS job Title/Position Qualification.<br>▪ PTB issuance and completion data.<br>▪ Adoption of a resource management system such as OneResponder which is a web-based application hosted in a cloud environment. It allows AHJs to manage qualifications of personnel. |
| **PHASE 3: NQS IMPLEMENTATION OBJECTIVES FOR CY 2025** | **EXAMPLE INDICATORS** |
| ▪ All jurisdictions shall have issued PTBs to incident workforce personnel, which they designate, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements. | ▪ PTB issuance and completion data. |

**Reporting:**

Data Collection and reporting on NQS implementation will be addressed via the following:

- NIMS secondary assessment on the URT, http://www.preptoolkit.fema.gov/urt . This involves reporting the status of the qualification system used within the jurisdiction.
- NIMS State Coordinator will review jurisdictions NIMS data at the end of September during the annual technical assistance visits with the sub recipients

## ATTACHMENT 4
## Glossary and Definitions

**After–Action Report/Improvement Plan (AAR/IP):** The AAR/IP is a document that generally includes an exercise overview, analysis of capabilities, and a list of corrective actions. The AAR/IP should include an overview of performance related to each exercise objective and associated capabilities. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Authorized Equipment List (AEL):** The FEMA Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

**Backfill:** The act of filling a position left by another employee who has been moved to another role.

**Conduct of Exercise:** Involves activities such as preparing for exercise play, managing exercise play, and conducting immediate exercise wrap-up activities. For a discussion-based exercise, conduct entails presentation, facilitation, and discussion. For an operations-based exercise, conduct, encompasses all operations occurring between the designated Start of the Exercise (StartEx) and End of the Exercise (EndEx). Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Disallowed costs:** Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

**Equipment:** Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $10,000. 2 C.F.R. 200.1 Equipment.

**Exercise:** An event or activity delivered through discussion or action to develop, assess, or validate capabilities to achieve planned objectives. Types of exercises are seminar, workshop, tabletop, full scale, and functional. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Expenditures:** Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

**Federal Award**: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

**Federal Share:** The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

**Homeland Security Grant Program (HSGP):** One of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. The HSGP program includes: State Homeland Security Program (SHSP); Urban Area Security Initiative (UASI); and Operation Stonegarden (OPSG).

**Improvement Plan (IP):** A document that includes a consolidated list of corrective actions, responsible parties, and a timeline for completion. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Integrated Preparedness Plan (IPP):** A document for combing efforts across components of the Integrated Preparedness Cycle to make sure that a jurisdiction/organization has the capabilities to handle threats and hazards. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**NMDHSEM Request for Budget-Project Revision form**: This form is used to request revision(s) to project(s) and/or budget(s) that are within the original scope of the project.

**Notice of Funding Opportunity (NOFO):** A formal announcement of the availability of federal funding through a financial assistance program from a federal awarding agency. The notice of funding opportunity provides information on the award, who is eligible to apply, the evaluation criteria for selection of an awardee, required components of an application, and how to submit the application. 2 C.F.R. 200.1 Notice of funding opportunity.

**Operation Stonegarden (OPSG):** Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

**Pass-through Entity:** A non-federal entity that provides a sub-award to a subrecipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

**Performance Measure:** A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

**Period of Performance (POP):** The total estimated time interval between the start of an initial federal award and the planned end date, which may include one or more funded portions, or budget periods. 2 C.F.R. 200.1 Period of performance.

**Preparedness:** The actions taken to plan, organize, equip, train, and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. National Incident Management System, Third Edition, October 2017.

**Quarterly Financial Progress Report:** The information in this report is used by NMDHSEM to monitor subrecipient cash flow, performance, and project implementation to ensure proper use of federal funds.

**Recipient:** An entity, usually but not limited to non-federal entities that receives a federal award directly from a federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. 2 C.F.R. 200.1 Recipient.

**Request for Approval Form (RFA):** Used by subrecipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

**Risk:** Potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

**Stakeholder Preparedness Review (SPR):** Annual three-step self-assessment of a community's capability levels based on the capability targets identified in the Threat and Hazards Identification and Risk Assessment (THIRA). Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

**State Homeland Security Grant Program (SHSGP):** Assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

**Subrecipient**: An entity, usually but not limited to non-federal entities, that receives a sub-award from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. 2 C.F.R. 200.1 Subrecipient.

**Supplanting:** When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

**Threat:** Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

**Threat and Hazard Identification and Risk Assessment (THIRA):** Standard process for identifying community-specific threats and hazards and setting targets for each core capability identified in the National Preparedness Goal. Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

**Unity of Effort:** Coordination and cooperation among all organizational elements, even though they may not be part of the same command structure, to achieve success.

**Urban Area Security Initiative (UASI):** The HSGP program that assists high-risk urban areas' efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

**Vulnerability:** The protective measures in place are less than the protective measures needed to mitigate risk.

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## ATTACHMENT 5
## Acronyms

**AAR/IP:** After–Action Report/Improvement Plan

**AEL:** FEMA Authorized Equipment List

**CBP:** Customs and Border Protection

**C.F.R**: Code of Federal Regulations

**CPG:** Comprehensive Preparedness Guide

**CONOP:** Concept of Operations

**DOT:** US Department of Transportation

**EHP:** Environmental and Historic Preservation

**EMAC:** Emergency Management Assistance Compact

**EOP**: Emergency Operations Plan

**FEMA:** Federal Emergency Management Agency

**FPR:** Financial Progress Report

**GSA:** General Services Administration

**GPD:** Grant Programs Directorate

**HHS:** US Health and Human Services

**HSGP:** Homeland Security Grant Program

**HSEEP:** Homeland Security Exercise and Evaluation Program

**IJ:** Investment Justification

**IMAS:** Intrastate Mutual Aid System

**IP:** Improvement Plan

**IPP:** Integrated Preparedness Plan

**LETPA**: Law Enforcement Terrorism Prevention Activities

**NECP:** National Emergency Communications Plan

**NMDHSEM:** New Mexico Department of Homeland Security and Emergency Management

**NOFO:** Notice of Funding Opportunity

**OPSG**: Operation Stonegarden

**POP**: Period of Performance

**PPR:** Performance Progress Report

**PTE:** Pass-through entity

**RFA:** Request for Approval

**RFP:** Request for Proposals

**SPR:** Stakeholder Preparedness Review

**SHSGP:** State Homeland Security Grant Program

**sUAS**: Small Unmanned Aircraft System (sUAS)

**SWIC:** Statewide Interoperability Coordinator

**THIRA:** Threat and Hazard Identification and Risk Assessment

**TICP:** Tactical Interoperable Communication Plan

**UASI:** Urban Area Security Initiative

**USDHS:** United States Department of Homeland Security

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# 2024 SHSGP SGA Santa Fe City

Final Audit Report 2024-10-30

| | |
|---|---|
| Created: | 2024-10-30 |
| By: | Amy Cawthon (amcawthon@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAASxnsqN2A_tQGQHm54viOH5z1T2MNCa-8 |

## "2024 SHSGP SGA Santa Fe City" History

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Agreement completed.
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## 2024 SHSGP Project Ledger Matrix

| Project # | Project Title | Amount | Org # | Object # | Object Name | Assigned PL |
|---|---|---|---|---|---|---|
| 1 | Plate Armor | $ 119,000.00 | 2212850 | 530200 | Operating Supplies | OEM2522104 |
| 2 | Mobile Broadband Kits | $ 11,000.00 | 2212850 | 570500 | Equipment > $5K | OEM2522105 |
| 3 | Ballistic Helmets | $ 49,003.00 | 2212850 | 530200 | Operating Supplies | OEM2522106 |
| 4 | Advanced SWAT Course | $ 14,494.00 | | | | OEM2522107 |
| | Registration | | 2212850 | 560700 | Registration | |
| | Out of State Travel | | 2212850 | 560500 | Out of Transportation | |
| | Per Diem | | 2212850 | 560200 | Out of State Per Diem | |
| 5 | Advanced Sniper Training | $ 3,010.00 | | | | OEM2522108 |
| | Registration | | 2212850 | 560700 | Registration | |
| | Out of State Travel | | 2212850 | 560500 | Out of Transportation | |
| | Per Diem | | 2212850 | 560200 | Out of State Per Diem | |
| 6 | Master Breacher Course | $ 22,310.00 | | | | OEM2522109 |
| | Registration | | 2212850 | 560700 | Registration | |
| | Out of State Travel | | 2212850 | 560500 | Out of Transportation | |
| | Per Diem | | 2212850 | 560200 | Out of State Per Diem | |
| 7 | ESRI Advantage Program | $ 65,158.00 | 2212850 | 570855 | Software Subs > $5K | OEM2522110 |

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/28/2024

Project Title: 2024 SHSGP - P1 - Plate Armor

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: OEM2522104

Grant ID: F2518

Approved By: 10/30/24

PL/CT (Finance Use Only)

Department: CH&S - OEM Project Manager: Kyle Morgan Ext: 6704

Project Date Range: 10/1/2024 to 9/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS ORG: 2212850 MUNIS OBJ: 490610 Awarded Amount: $119,000

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: OP SUPPLIES MUNIS ORG: 2212850 MUNIS OBJ: 530200

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

Grantor Name: USDHS/NM DHSEM-EMW-2024-SS-05231 Awarded Amount: 283,975.00

AR Charge Code: 2212850.490610 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.067

Grantor Name: _____ Awarded Amount: _____

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

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

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/28/2024

Project Title: 2024 SHSGP - P2 - Mobile Broadband Kit

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: OEM2522105
Grant ID: F2518
Approved By: [signature] 1-30-24
PL/CT (Finance Use Only)

Department: CH&S - OEM Project Manager: Kyle Morgan Ext: 6704

Project Date Range: 10/1/2024 to 9/30/2026 ☑ Create Fixed Asset

---

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

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS ORG: 2212850 MUNIS OBJ: 490610 Awarded Amount: 11,000

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: EQUIPT>5K MUNIS ORG: 2212850 MUNIS OBJ: 570500

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

Grantor Name: USDHS/NM DHSEM EMW-2024-SS-05231 Awarded Amount: 283,975.00

AR Charge Code: 2212850.490610 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.067

Grantor Name: _____ Awarded Amount: _____

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

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

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/28/2024

Project Title: 2024 SHSGP - P3 - Ballistic Helmets

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: OEM2522106
Grant ID: F2518
Approved By: Kyle Morgan 10/30/24
PL/CT (Finance Use Only)

Department: CH&S - OEM Project Manager: Kyle Morgan Ext: 6704

Project Date Range: 10/1/2024 to 9/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS ORG: 2212850 MUNIS OBJ: 490610 Awarded Amount: 49,003

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: OP SUPPLIES MUNIS ORG: 2212850 MUNIS OBJ: 530200

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

Grantor Name: USDHS/NM DHSEM-EMW-2024-SS-05231 Awarded Amount: 283,975.00

AR Charge Code: 2212850.490610 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.067

Grantor Name: _____ Awarded Amount: _____

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

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

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/28/2024

Project Title: 2024 SHSGP - P4 - Advanced SWAT Course

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: OEM2522107
Grant ID: F2518
Approved By: Teresa Tujon 10/30/24
PL/CT (Finance Use Only)

Department: CH&S - OEM Project Manager: Kyle Morgan Ext: 6704

Project Date Range: 10/1/2024 to 9/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS ORG: 2212850 MUNIS OBJ: 490610 Awarded Amount: 14,494

Funding Source: _____ % of Funding: _____

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

**Expense String Phase: EXPENSE: O/S TRANS-560500, O/S P.DIEM-560200**

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

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

Phase: REGISTRATION MUNIS ORG: 2212850 MUNIS OBJ: 560700; 560500; 560200

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

Grantor Name: NM DHSEM EMW-2024-SS-05231 Awarded Amount: 283,975.00

AR Charge Code: 2212850.490610 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.067

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Grantor Name: _____ Awarded Amount: _____

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

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

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/28/2024

Project Title: 2024 SHSGP - P5 - Advanced Sniper Course

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: OEM2522108
Grant ID: F2518
Approved By: [signature] 10/30/24
PL/CT (Finance Use Only)

Department: CH&S - OEM Project Manager: Kyle Morgan Ext: 6704

Project Date Range: 10/1/2024 to 9/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS ORG: 2212850 MUNIS OBJ: 490610 Awarded Amount: 3,010

Funding Source: _____ % of Funding: _____

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

**Expense String Phase: O/S TRANS-560500, O/S P.DIEM-560200**

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

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

Phase: REGISTRATION MUNIS ORG: 2212850 MUNIS OBJ: 560700 ;560500; 560200

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

Grantor Name: USDHS/NM DHSEM EMW-2024-SS-05231 Awarded Amount: 283,975.00

AR Charge Code: 2212850.490610 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.067

Grantor Name: _____ Awarded Amount: _____

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

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

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/28/2024

Project Title: 2024 SHSGP - P6 - Master Breacher Course

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: OEM2522109
Grant ID: F2518
Approved By: 10/30/24
PL/CT (Finance Use Only)

Department: CH&S - OEM Project Manager: Kyle Morgan Ext: 6704

Project Date Range: 10/1/2024 to 9/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS ORG: 2212850 MUNIS OBJ: 490610 Awarded Amount: 22,310

Funding Source: _____ % of Funding: _____

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

**Expense String Phase: O/S TRANS-560500, O/S P.DIEM-560200**

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

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

Phase: REGISTRATION MUNIS ORG: 2212850 MUNIS OBJ: 560700 ; 560500; 560200

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

Grantor Name: USDHS/NM DHSEM EMW-2024-SS-05231 Awarded Amount: 283,975.00

AR Charge Code: 2212850.490610 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.067

Grantor Name: _____ Awarded Amount: _____

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

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

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

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/28/2024

Project Title: 2024 SHSGP - P7- ESRI AP

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: OEM2522110

Grant ID: F2518

Approved By: [signature] 10/30/24

PL/CT (Finance Use Only)

Department: CH&S - OEM Project Manager: Kyle Morgan Ext: 6704

Project Date Range: 10/1/2024 to 9/30/2026 ☐ Create Fixed Asset

---

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

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS ORG: 2212850 MUNIS OBJ: 490610 Awarded Amount: 65,158

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: SOFTWARE SUB>5K MUNIS ORG: 2212850 MUNIS OBJ: 570855

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

Grantor Name: USDHS/NM DHSEM EMW-2024-SS-05231 Awarded Amount: 283,975.00

AR Charge Code: 2212850.490610 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.067

Grantor Name: _____ Awarded Amount: _____

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

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

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

# 2024_SHSGP_Council_Packet_2024-10-31

Final Audit Report 2024-11-01

| | |
|---|---|
| Created: | 2024-10-31 |
| By: | Justin Gonzales (jmgonzales@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAKe46nTAVIM2nTdQ5wMDPBvhL39RXEoFN |

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Signer mtbonifer@santafenm.gov entered name at signing as Matthew Bonifer

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Document e-signed by Matthew Bonifer (mtbonifer@santafenm.gov)

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2024-11-01 - 3:36:31 PM GMT

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2024-11-01 - 4:02:52 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2024-11-01 - 4:03:45 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-01 - 4:03:49 PM GMT

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2024-11-01 - 5:22:45 PM GMT- IP address: 104.47.65.254

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

Signature Date: 2024-11-01 - 5:27:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-01 - 5:27:27 PM GMT

# City of Santa Fe New Mexico
## Memorandum

**Date:** **October 10, 2024**

**To:** **Mayor Alan Webber and Governing Body**
**Finance, Quality of Life**

**Via:** **Emily Oster, Finance Department Director** Emily K. Oster
**Travis Dutton-Leyda, Chief Procurement Officer**
**Johanna Nelson, Director, Office of Economic Development** Johanna Nelson (Nov 15, 2024 09:40 MST)

**From:** **Eric Renz-Whitmore, Economic Development Specialist, edrenzwhitmore@santafenm.gov**

**Subject:** **Request for Approval of a General Services Contract with UNM Anderson Center for Responsible Entrepreneurship Programming**

**Vendor Name:** **UNM Anderson Center for Responsible Entrepreneurship (CRE) Anderson School**

**Vendor Number:** **1073**

---

**ITEM AND ISSUE:**
The Office of Economic Development (OED) respectfully requests your review and approval of a General Services Contract with the UNM Anderson Center for Responsible Entrepreneurship, in the total amount of $300,000 (not to exceed). This contract is for entrepreneurial support, training, and administering an accelerator program, all aimed at strengthening Santa Fe's economy in line with the OED's mission.

Request for the Approval of a General Services Contract in the total amount of $ 300,000 (not to exceed) for entrepreneurial support, training and administering an accelerator; University of New Mexico Anderson School Center for Responsible Entrepreneurship, Office of Economic Development; (Eric Renz-Whitmore, edrenzwhitmore@santafenm.gov) (Johanna Nelson, jcnelson@santafenm.gov, 505-699-7003)

**BACKGROUND AND SUMMARY:**

The City of Santa Fe's Office of Economic Development (OED) supports a variety of programs that provide resources and technical assistance to entrepreneurs. To expand opportunities for those launching high-growth, high-impact ventures, the OED proposes continued support for the UNM

Anderson Center for Responsible Entrepreneurship (CRE) and its presence in Santa Fe. This funding will help establish an accelerator and related programs focused on fostering entrepreneurial development, business creation, and growth, with an emphasis on businesses that prioritize environmental and social stewardship through a triple bottom line approach. By supporting responsible businesses and B Corps, this initiative strengthens Santa Fe's business ecosystem while promoting sustainability and social responsibility.

In recent years, the OED has funded several accelerator-like programs. A study by the UNM Anderson School and Santa Fe Innovates found that many entrepreneurs and job seekers today are not only pursuing financial success but also seeking work that contributes to their communities and the planet.

**PROCUREMENT METHOD:**
The Procurement method is exempt, as UNM Anderson Center for Responsible Entrepreneurship (CRE) is a governmental institution. Contracts with UNM are exempt per NMSA 1978, Section 13-1-98 (A).

**Supporting Information:**
**Chief Procurement Officer Approval:** **Date:** Nov 12, 2024
**Comment/Exceptions:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 325XXX- Pending
The FY25 Project ledger number is XXXXX \Pending

**SOURCE/REVENUE: X Expense ☐Revenue**

The funding source is:
**Fund Name/Number**: Fund 212: Economic Development
**Munis Org Name/Number: Economic Development 2122800**
**Munis Object Name/Number:** Professional Contracts/510300

**Grant Manager / Accounting Officer Approval:** **Date:**
**Comment/Exceptions:**

**Project Ledger #: Pending**

**Budget Officer Approval:** Andy Hopkins **Date:** Nov 12, 2024
**Comment/Exceptions:**

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

**☐Yes | X No**

**# (if known):**

# City of Santa Fe New Mexico

## Memorandum

**Repair or Replacement of Existing Equipment:**

**☐Yes | X No**
**If yes -> ☐Repair | ☐ Replacement**

**Please explain:**

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☐ Yes | X No**

**Project Ledger #:**

**Anticipated length of project:**

**Asset Manager Approval:** **Date:**
**Comment/Exceptions:**

**Department Approvals:**
IT Components: ☐ **Yes | X No**
Vehicles: ☐ **Yes | X No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | X No**

**Approval**: **Title:** **Date**:
**Approval**: **Title:** **Date**:
**Comment & Exceptions**:

Department Contract Administrator Contact Info:

**ATTACHMENTS:**
Certificate of Liability Insurance
Professional/General Services Contract
CPO Determination
Horizons declination

Item #: _____
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE**
**GENERAL SERVICES CONTRACT**

Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **University of New Mexico Anderson School of Management Center for Responsible Entrepreneurship** herein after referred to as the "Contractor " or "Center."

The objective of this contract is to create jobs through the launch of new ventures by the participating entrepreneurs. The pre-acceleration program guides entrepreneurs through a process to validate their startup idea, and the acceleration program guides entrepreneurs through a process to build and launch their business. Key metrics are the number of entrepreneurs participating in the programs, and the businesses that launch and create jobs through their venture.

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the City's Office of Economic Development Contract Administrator, Eric Renz-Whitmore. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

- Create short- and long-term positive impact for entrepreneurs and local businesses in Santa Fe and Northern New Mexico by completing the deliverables listed below.
- Build a reputation for fostering the social enterprise shift in capitalism (i.e., stakeholder capitalism) and promote UNM Anderson and Santa Fe as a place where social entrepreneurs and leaders thrive. These results will be measured by the number of attendees at the public events, and eventually, the number of attendees of individuals from New Mexico and other states in educational programs (e.g., executive education) and an annual conference.
- Each year, the Contractor will host a planning session with City economic development leaders to confirm plans, gather feedback, and make adjustments in the programming. Included in the planning sessions will be key community and mentor stakeholders in the Center.
- Complete Points 1 and 2 during the term of this contract:

**Phase 1:**

- Continue to operate a responsible entrepreneurship accelerator based in Santa Fe and operating on the UNM academic year. Hold a pre-acceleration workshop to take place over two Saturdays in June 2024. A 10-month acceleration program will begin in August 2024 and conclude in June 2025. Applications for the acceleration program will occur in July 2024. Targeted number of participants: 15 in pre-acceleration and 15 in acceleration program
- Develop hybrid programming to offer entrepreneurs and business leaders a mix of virtual and in-person sessions (target timing: Spring 2024). With 12 entrepreneurs completing the first acceleration program, the objective is to offer one or two short courses to continue to support them. An added element will be to offer an online digital certificate programs to continue to support their business acumen. The metrics will be the courses offered – in-person and virtual – and the number of attendees engaged in the programs.
- Develop an add-on social entrepreneur acceleration program, inviting individuals from all previous cohorts to apply (prospective launch: August 2025). The objective is to continue to support participating entrepreneurs in preview acceleration workshops to offer advanced programs in raising funds, scaling their business, etc. Feedback and program development would be based on collecting requirements from previous participating entrepreneurs. Target enrollment: 10 entrepreneurs
- Explore hosting the national B Academics Research community in Santa Fe (target timing: Summer/Fall 2025, requires working with a third-party – B Academics).
- Continue to develop an engaged mentoring community to support and guide local entrepreneurs and business leaders.

**Phase 2:**

- Develop and plan to host a conference on responsible entrepreneurship and leadership in Santa Fe, attracting attendees from New Mexico and other states, developing the reputation of Santa Fe as a place where social entrepreneurs and leaders thrive. The target date would be Fall 2026.
- Develop and plan to offer an abbreviated responsible entrepreneurship program for high school students in Santa Fe. The target date would be Summer 2026.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable service as listed here. Paid upon receipt of quarterly progress reports showing the completion of a deliverable item of item(s).

| Deliverable item: | U/I (unit of issue) | Price |
|---|---|---|
| 01 | See Below | $ 50,000 |
| 02 | See Below | $135,000 |
| 03 | See Below | $ 90,000 |

01 – Complete a 10-month accelerator program to support local responsible entrepreneurs, including supporting student entrepreneurs in the program; host 10 monthly Meetups to develop and support responsible innovation in Santa Fe. The first cohort will be completed on June 6, 2024. The next one would be June 2025, as the UNM Anderson Center will host a new cohort each year.
02 – Host a second two-day pre-acceleration program in Santa Fe with a second group for the 10-month acceleration program. Continue to develop diverse participation and expand the number of UNM students

involved in the program. The next pre-acceleration program will be in June 2024, and the following one will be June 2025, as the UNM Anderson Center will host a new pre-acceleration program each year.
03 – Host a third 2-day pre-acceleration program in Santa Fe with a second group for the 10-month acceleration program. Continue to develop diverse participation and expand the number of UNM students involved in the program. Formulate plans to support high school students in what responsible entrepreneurship is and how to evaluate and launch a venture. Develop a plan to gather responsible entrepreneurs and leaders from around New Mexico in Santa Fe.

Compensation excluding New Mexico Gross Receipts Tax will follow the Payment Schedule as follows:

- FY 2024:
  - June 30, 2024 - $50,000
    - Report on results of the first cohort and meetup/awareness-building events and activities.

- FY 2025:
  - September 30, 2024 - $33,750
    - Report on summer pre-acceleration sessions & cohort launch.
  - December 30, 2024 - $33,750
    - Report on cohort progress; Event series development.
  - March 31 2025 - $33,750
    - Report on cohort progress; development of National B Academics research community event.
  - June 30, 2025 - $33,750
    - Report on results of the second cohort; B Academics research community event development.

- FY 2026:
  - September 30, 2025 - $22,500
    - Report on National B Academic Research event; development of engagement plan for HS students regarding responsible entrepreneurship; how to evaluate and launch a venture.
  - December 31, 2025 - $22,5000
    - Report on plans for gathering of responsible entrepreneurs and leaders from around NM in Santa Fe.
  - March 31, 2026 - $22,500
    - Report on plans to launch responsible entrepreneurship programs for HS students in Santa Fe; gathering of responsible entrepreneurs and leaders from around New Mexico in Santa Fe.
  - June 30, 2026 - $22,500
    - Final report to include report on overall program and gathering of responsible entrepreneurship leaders in Santa Fe.

The total possible compensation excluding GRT is $275,000 and total possible GRT (at 8.1875%) is $22,515.63. The total compensation under this Contract shall not exceed two hundred ninety-seven thousand five hundred fifteen dollars and sixty-three cents ($297,515.63) including GRT.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have

been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified 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 certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **three (3) years from date of final signature.**

6. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

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 because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

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

23. **Notice**

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

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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25 **New Mexico Tort Claims Act**

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

26. **Applicable Law**

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

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

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

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

32. **Insurance**

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

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

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

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

33. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

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

35. **Enforcement of Contract**

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

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a

disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Eric Renz-Whitmore, 123 E. Marcy Suite 205, Santa Fe, NM, 87501; edrenzwhitmore@santafenm.gov

To the Contractor: Robert Del Campo, Anderson Corporate & Community Engagement, MSC05 3090, 1 University of New Mexico, Albuquerque, NM, 87131; delcampo@unm.edu

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

41 **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
University of New Mexico Anderson School of Management
Center for Responsible Entrepreneurship

_____
Robert DelCampo

Sr. Executive Director
TITLE

DATE: May 28, 2024
CRS# 01-504447-00-5

Registration # _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (May 28, 2024 15:43 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

# EVIDENCE OF COVERAGE

## MEMORANDUM NUMBER: RMD-EOC-FY25

This Evidence of Coverage is used as information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

## NAMED INSURED

**STATE OF NEW MEXICO**
**and**
**UNIVERSITY OF NEW MEXICO (U6900)**

**LOSS PAYEE: TO WHOM IT MAY CONCERN**

**Coverage Period:**
**12:00 AM 07/01/2024 to 11:59 PM 06/30/2025**

This is to certify that the Named Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains.

| Type of Coverage | Limit of Liability/Coverage |
|---|---|
| A) Liability<br>i. General Liability<br>ii. Automobile Liability<br>iii. Law Enforcement | Statutory Limit NMSA § 41-4-19<br>Statutory Limit NMSA § 41-4-28 (Foreign) |
| B) Civil Rights | Statutory Limit NMSA § 41-4A-3 |
| C) Workers' Compensation | Statutory Limit NMSA § 52-1-1 et seq. |
| D) Property<br>i. Real and Business Personal Property<br>ii. Auto Physical Damage<br>iii. Mobile Equipment/UAV/Watercraft/Mobile Homes | <br>Replacement Cost Value (RCV)<br>Actual Cash Value (ACV)<br>Actual Cash Value (ACV) |
| E) Medical Malpractice | Statutory Limit NMSA § 41-4-19 |
| F) Fine Arts | $300,000,000 |
| G) Boiler & Machinery | $150,000,000 |

**Per 66-5-207, NMSA 1978 - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.**

**Per 66-6-15(E), NMSA 1978 - A vehicle or trailer owned by and used in the service of the State of New Mexico, or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.**

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder. The failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

**Authorized Representative:** Jeannette Chavez**,** Director, Risk Management Division, GSD
**Date Issued:** 07/01/2024

For questions, please contact the Property and Casualty Bureau/Underwriting at (505) 827-2566/1764 or GSD-RMDunderwriting@gsd.nm.gov.

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).

| | |
|---|---|
| **From:** | Vendor Registration |
| **To:** | RENZ-WHITMORE, ERIC D.; Vendor Registration |
| **Cc:** | BOWKER, PATRICK R.; NELSON, JOHANNA C. |
| **Subject:** | RE: Contract next steps |
| **Date:** | Tuesday, July 30, 2024 9:44:16 AM |
| **Attachments:** | image002.png<br>image006.png<br>image007.png |

Good Morning,

As long as you select the correct remit address on 1073 the DBA will be Anderson School.

Stephanie Ortiz
IT Project Management Office Business Analyst
Information Technology & Telecommunications
Mouton Hall, Midtown
Desk: 505-955-5521
Cell: 505-629-9123
Email: scortiz@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

**From:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Sent:** Monday, July 29, 2024 12:32 PM
**To:** Vendor Registration <venreg@santafenm.gov>
**Cc:** BOWKER, PATRICK R. <prbowker@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** RE: Contract next steps

Hi again!

I wanted to check on this. Can we get a confirmation that UNM Anderson is covered for vendor registration on this?

Eric

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM
LinkedIn: https://www.linkedin.com/in/ewhitmore
Office Phone: 505-955-6844
Mobile: 505-819-1846
Want more info about opportunities for businesses and economic development activity in Santa Fe? Sign up for our newsletter here: https://bit.ly/SantaFeEconDevNews

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

**From:** RENZ-WHITMORE, ERIC D.
**Sent:** Tuesday, July 23, 2024 12:02 PM
**To:** Vendor Registration <venreg@santafenm.gov>
**Cc:** BOWKER, PATRICK R. <prbowker@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** RE: Contract next steps

Stephanie,

Thanks for this.

I'm wondering if we could get a memo confirming this approach for the UNM Anderson Center for Responsible Entrepreneurship? We'd include the memo in our packet to address any questions regarding vendor status.

My concern is that UNM Anderson does not appear in the Vendor Lookup menu in Munis (the entities that do are all separate business units). Since it doesn't come up as one of the entities we can do business with, I worry their contract will get kicked back without additional clarification and/or documentation.

Eric

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM
LinkedIn: https://www.linkedin.com/in/ewhitmore
Office Phone: 505-955-6844
Mobile: 505-819-1846
Want more info about opportunities for businesses and economic development activity in Santa Fe? Sign up for our newsletter here: https://bit.ly/SantaFeEconDevNews

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

---

**From:** Vendor Registration <venreg@santafenm.gov>
**Sent:** Thursday, July 18, 2024 2:35 PM
**To:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>; Vendor Registration <venreg@santafenm.gov>
**Cc:** BOWKER, PATRICK R. <prbowker@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** RE: Contract next steps

Good Afternoon,

As per our previous email there will not be a new vendor number your department will have to select the correct remit address for the payment. Let me know if you have any questions

Sincerely,

Stephanie Ortiz
IT Project Management Office Business Analyst
Information Technology & Telecommunications
Mouton Hall, Midtown
Desk: 505-955-5521
Cell: 505-629-9123
Email: scortiz@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

**From:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Sent:** Thursday, July 18, 2024 10:49 AM
**To:** Vendor Registration <venreg@santafenm.gov>
**Cc:** BOWKER, PATRICK R. <prbowker@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** RE: Contract next steps

Hi…

Wanted to check back on this (I'm checking with UNM on a few things).

Do they still need to do their Vendor Self Service updates? I thought this was taking care of that, but I don't see a new entity in the system (that we can pay). Is there anything else they need to do from your perspective?

Thanks,

Eric

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM
LinkedIn: https://www.linkedin.com/in/ewhitmore
Office Phone: 505-955-6844
Mobile: 505-819-1846
Want more info about opportunities for businesses and economic development activity in Santa Fe? Sign up for our newsletter here: https://bit.ly/SantaFeEconDevNews

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

**From:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Sent:** Saturday, July 13, 2024 9:33 AM
**To:** Vendor Registration <venreg@santafenm.gov>; RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>; Kiana Alvarez <kianaalvarez@unm.edu>
**Cc:** BOWKER, PATRICK R. <prbowker@santafenm.gov>
**Subject:** RE: Contract next steps

Great, thank you so much!

Does this get the problem solved?

**From:** Vendor Registration <venreg@santafenm.gov>
**Sent:** Friday, July 12, 2024 12:55 PM
**To:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>; Kiana Alvarez <kianaalvarez@unm.edu>; Vendor Registration <venreg@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Cc:** BOWKER, PATRICK R. <prbowker@santafenm.gov>
**Subject:** RE: Contract next steps

Good Afternoon,

I have updated the account remit address. When creating the PO please select the correct remit address.

Stephanie Ortiz
IT Project Management Office Business Analyst
Information Technology & Telecommunications
Mouton Hall, Midtown
Desk: 505-955-5521
Cell: 505-629-9123
Email: scortiz@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

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**From:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Sent:** Friday, July 12, 2024 6:25 AM
**To:** Kiana Alvarez <kianaalvarez@unm.edu>; Vendor Registration <venreg@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Cc:** BOWKER, PATRICK R. <prbowker@santafenm.gov>
**Subject:** Re: Contract next steps

Thanks, Stephanie and team for your help!

Sent from the field!

---

**From:** Kiana Alvarez <kianaalvarez@unm.edu>
**Sent:** Thursday, July 11, 2024 at 4:47 PM
**To:** Vendor Registration <venreg@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Cc:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>; BOWKER, PATRICK R. <prbowker@santafenm.gov>
**Subject:** RE: Contract next steps

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

Hello Stephanie,
Thank for looking into it. We appreciate your help getting us set up.

We will be collecting payment through our unrestricted accounting office, as it is the most secure and all transactions are tied to invoices that we generate. Payments should be mailed to the following address.

Unrestricted Acctg - Main
MSC01 1260
1 University of New Mexico
Albuquerque, NM 87131-0001

Thank you again. I will be out of the office tomorrow but can loop back on Monday if anything additional is needed.

Kind regards,
Kiana

**Kiana Alvarez**
**Program Specialist**
Corporate & Community Engagement
Anderson School of Management

---

**From:** Vendor Registration <venreg@santafenm.gov>
**Sent:** Thursday, July 11, 2024 4:29 PM
**To:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>; Vendor Registration <venreg@santafenm.gov>; Kiana Alvarez <kianaalvarez@unm.edu>
**Cc:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>; BOWKER, PATRICK R. <prbowker@santafenm.gov>
**Subject:** RE: Contract next steps

[EXTERNAL]

Good Afternoon,

Patrick and I researched this vendor account. Because they are a school we do not add their FID to the file because they have so many departments we pay and only one account can use the FID. They will not have access to their vendor account we will have to make all the changes for them. I am going to update vendor 1073 with a new remit address and a DBA as Anderson School of Management. When creating the payment you will have to select the correct remit address.

Kiana,

Please send us the correct address to be used for the payment and I will update it for you.

Sincerely,

Stephanie Ortiz
IT Project Management Office Business Analyst
Information Technology & Telecommunications
Mouton Hall, Midtown
Desk: 505-955-5521
Cell: 505-629-9123
Email: scortiz@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

---

**From:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Sent:** Thursday, July 11, 2024 4:03 PM
**To:** Vendor Registration <venreg@santafenm.gov>
**Cc:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Subject:** RE: Contract next steps

Hi there, does that mean they don't have a registration?

---

**From:** Vendor Registration <venreg@santafenm.gov>
**Sent:** Thursday, July 11, 2024 3:46 PM
**To:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** RE: Contract next steps

Hello,

We have a different FID on file for Regents. The W-9 says New Mexico State University not University of New Mexico.

Thank you,

*Patrick Bowker*
*Project Specialist*
*ITT Department*
*Office: 505-955-5566*
*Cell: 505-490-2777*

---

**From:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Sent:** Thursday, July 11, 2024 11:46 AM
**To:** Vendor Registration <venreg@santafenm.gov>
**Subject:** RE: Contract next steps

Thank you so much!

---

**From:** Vendor Registration <venreg@santafenm.gov>
**Sent:** Thursday, July 11, 2024 11:10 AM
**To:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** RE: Contract next steps

Hello,

It looks like the vendor number for Regents of the University of New Mexico is #9629. Let me know if you have any questions or issues.

Thank you,

*Patrick Bowker*
*Project Specialist*
*ITT Department*
*Office: 505-955-5566*
*Cell: 505-490-2777*

---

**From:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Sent:** Thursday, July 11, 2024 10:32 AM
**To:** Robert Delcampo <delcampo@unm.edu>; RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Cc:** Kiana Alvarez <kianaalvarez@unm.edu>; Vendor Registration <venreg@santafenm.gov>
**Subject:** RE: Contract next steps

Rob- try this contact CC-ed

---

**From:** Robert Delcampo <delcampo@unm.edu>

**Sent:** Thursday, July 11, 2024 9:51 AM
**To:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Cc:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>; Kiana Alvarez <kianaalvarez@unm.edu>
**Subject:** Re: Contract next steps

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Eric-

We have the certificate of insurance---however we have some issues getting into the portal--it appears that using our tax id number we ARE registered with the City (Regents of the University of New Mexico, technically)---however we need our vendor id in order to align with this opportunity---I emailed the "email for help" address but it bounced back---any assistance would be very much appreciated! Thanks!

-Rob

Get Outlook for iOS

---

**From:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Sent:** Wednesday, July 10, 2024 4:30:31 PM
**To:** Robert Delcampo <delcampo@unm.edu>
**Cc:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** RE: Contract next steps

[EXTERNAL]

Great to hear about the applications!

And I appreciate the nudge. I know I've done a few things with this but want to do more.

We'll keep you posted on dates!

Eric

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM
LinkedIn: https://www.linkedin.com/in/ewhitmore
Office Phone: 505-955-6844
Mobile: 505-819-1846
Want more info about opportunities for businesses and economic development activity in Santa Fe? Sign up for our newsletter here: https://bit.ly/SantaFeEconDevNews

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

**From:** Robert Delcampo <delcampo@unm.edu>
**Sent:** Wednesday, July 10, 2024 4:25 PM
**To:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Cc:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** Re: Contract next steps

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thanks Eric!

this is great! we will get those 2 pieces finished this week!

please let me know when we need to appear and we will make that happen as well!

in the meantime, we are recruiting for the new cohort and if you have any means of distributing the attached graphic we would appreciate it! we have A LOT of apps already but want to get the word out!

-Rob

**Robert G. DelCampo, Ph.D.**

**Sr. Executive Director, Corporate & Community Engagement**

**Executive Director, innovationAcademy**

**Rutledge Professor of Management**

Anderson School of Management

delcampo@unm.edu | mgt.unm.edu

---

**From:** RENZ-WHITMORE, ERIC D. <edrenzwhitmore@santafenm.gov>
**Sent:** Wednesday, July 10, 2024 3:23 PM
**To:** Robert Delcampo <delcampo@unm.edu>
**Cc:** NELSON, JOHANNA C. <jcnelson@santafenm.gov>
**Subject:** Contract next steps

[EXTERNAL]

Rob,

I hope you're doing well. We believe our contract with you is now in its final steps, including a committee presentation

and appearance at the City of Santa Fe's General Assembly in August.

There are two items we're going to need:

- A copy of UNM's Certificate of Insurance
- Signing up UNM Anderson (CRE) as a vendor to receive funds from the City of Santa Fe

The vendor setup, as I'd mentioned, is a bit of an annoyance but different from the Santa Fe business license you provided. Currently only UNM Continuing Education, UNM Los Alamos, and STC.UNM are set up in this way. The instructions for getting the appropriate unit signed up are at:
https://santafenm.gov/VSS_Registration_Process_%282%29.pdf and I'm happy to help someone walk through it.

Eric

Eric D Renz-Whitmore
Economic Development Specialist
Office of Economic Development
City of Santa Fe, NM
LinkedIn: https://www.linkedin.com/in/ewhitmore
Office Phone: 505-955-6844
Mobile: 505-819-1846
Want more info about opportunities for businesses and economic development activity in Santa Fe? Sign up for our newsletter here: https://bit.ly/SantaFeEconDevNews

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

**From:** Matt Loehman
**To:** RENZ-WHITMORE, ERIC D.
**Subject:** Re: Request for Determination from Office of Economic Development: Acceleration and Business Support Services
**Date:** Wednesday, June 26, 2024 3:57:53 PM
**Attachments:** image001.png
image001.png

---

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

Good afternoon Eric,

Thank you checking. These are not services we offer.

We will respectfully decline.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

**From:** DUTTON-LEYDA, TRAVIS K.
**To:** RENZ-WHITMORE, ERIC D.
**Cc:** NELSON, JOHANNA C.
**Subject:** RE: Request for Determination on Contract with UNM Anderson Center for Responsible Entrepreneurship
**Date:** Wednesday, July 10, 2024 5:59:21 PM
**Attachments:** image003.png

---

Eric,

Here is my determination. This is exempt because *University of New Mexico Anderson School of Management Center for Responsible Entrepreneurship* is a government entity. NMSA 1978, § 13-1-98 (A). Include this determination in your packet when you submit for signatures in the Purchasing team. Pro tip: you can always go through this channel and see the approved packets and compare.

Thank you.

Regards,

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

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

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

CITY OF SANTA FE
FINANCE

# Memo-OED-UNM_Anderson_CRE_Updated (1)

Final Audit Report 2024-11-18

| | |
|---|---|
| Created: | 2024-11-06 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzoUHZ0h5oBihaqHEqwYlM2GYppq1Ipj3 |

## "Memo-OED-UNM_Anderson_CRE_Updated (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-06 - 4:06:45 PM GMT- IP address: 75.233.144.205

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-11-06 - 4:09:59 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-12 - 9:06:37 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-12 - 9:07:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-12 - 9:07:32 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-12 - 9:47:58 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-14 - 11:52:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2024-11-14 - 11:52:19 PM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2024-11-15 - 4:40:02 PM GMT- IP address: 104.47.65.254

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2024-11-15 - 4:40:13 PM GMT - Time Source: server- IP address: 63.232.20.2

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

2024-11-15 - 4:40:15 PM GMT

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

2024-11-16 - 1:11:15 AM GMT- IP address: 104.47.64.254

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

2024-11-18 - 7:26:54 PM GMT- IP address: 104.47.65.254

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

Signature Date: 2024-11-18 - 7:31:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-18 - 7:31:13 PM GMT

CITY OF SANTA FE

**Date:** November 20, 2024

**To:** Governing Body

**From:** Caryn Grosse, PMP, Facilities Project Manager III

**Via:** Regina Wheeler, Public Works Department Director RW (Nov 20, 2024 14:30 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 20, 2024 13:32 MST)

**Subject:** Grant Agreement for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

---

**ACTION:**
Request for Approval of a Governmental Services Agreement with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of $550,000 to Establish the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $550,000 to FY25 Revenue and Expenses for the BRAIN Project.

**BACKGROUND AND SUMMARY:**
Facilities Division applied for and received a $550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN) for the City of Santa Fe. The BRAIN assesses and consolidates energy usage data from facilities and renewable energy generation into an intuitive, single-station control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will help measure performance and efficiency and support optimization of building controls, energy generation resources and future storage resources.

A separate contract with Paradise Power Company, Inc., to implement the BRAIN, follows this grant agreement.

Implementation of the BRAIN is expected to be completed by June 30, 2025.

**ATTACHMENTS:**
Grant Agreement
BAR

**PROCUREMENT METHOD:**
Not Applicable

Chief Procurement Officer (CPS)/Designee: N/A N/A (Nov 25, 2024 14:35 MST) Date: Nov 25, 2024
CPO Comment/Exceptions: _____

**FUNDING SOURCE:**
$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200
Project Ledger Number: PWD2532021

Budget Officer/Designee: Andy Hopkins Date: Nov 25, 2024
Budget Officer Comment/Exceptions: _____

**ASSOCIATED APPROVALS:**
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Capital Asset* or Project**? ☑ Yes | ☐ No
Project Ledger# PWD2532021
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Nov 26, 2024 08:10 MST) Title: Grants Manager Date: Nov 26, 2024
Comment/Exceptions: _____

Anticipated length of project: 7 months

Department Contract Administrator Contact Info:
Lisa Kahahane (elkahahane@santafenm.gov)

**STATE OF NEW MEXICO,**
**GOVERNMENTAL SERVICES AGREEMENT**
**BETWEEN THE**
**STATE OF NEW MEXICO,**
**ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**
**AND**
**CITY OF SANTA FE**

**THIS GOVERNMENTAL SERVICES AGREEMENT** (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM) and the City Of Santa Fe (Entity).

**THE PARTIES MUTUALLY AGREE:**

1. Scope of Work: Entity shall:

Establish the Balanced Resources Acquisition and Information Network (BRAIN) data center and management platform. Interconnect the BRAIN to the Entity's energy-generation assets and energy-consuming facilities. Ensure the BRAIN's functionality by building out a software interface that shows the Entity's real-time energy-generation and use, provides alerts when predetermined operational parameters are not being met, produces automated energy billing reports, and collects historic energy production and consumption data.

Regularly educate and inform EMNRD's Energy Conservation and Management Division (ECAM) about the steps required to build the BRAIN and evaluate the BRAIN's effectiveness and replicability as outlined in Section 2.(A) – Deliverables.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work and Deliverables as specified below. This amount shall not exceed five hundred fifty thousand dollars ($550,000.00), including New Mexico governmental gross receipts taxes, pursuant to Paragraph B of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

| Deliverables | Completion Date | Invoice Amount |
|---|---|---|
| Submit to ECAM a written report summarizing the project background, scope, and schedule, and executed agreement(s) with providers(s). Establish and submit to ECAM performance goals and associated targets and/or milestones that adequately demonstrate the progress of the project. | January 3, 2025 | $130,000.00 |
| Submit to ECAM a written report summarizing results of assessment of PNM relationship. Include information and learnings from billing data correlation and API portal data assessment. | March 10, 2025 | $80,000.00 |

| | | |
|---|---|---|
| Submit to ECAM a written report detailing progress related to billing data configuration, initial BRAIN structure, and billing account integration. Provide a brief evaluation of performance goals. | March 31, 2025 | $120,000.00 |
| Submit to ECAM a written report of the API/real-time electric usage integration progress including a summary of the anticipated economic impacts. | May 11, 2025 | $160,000.00 |
| Submit to ECAM a written report validating real-time data reporting and alerts. Include a brief description of the operational procedures that will be carried out as a result of different alert types. | June 10, 2025 | $40,000.00 |
| Presentation to ECAM program manager and staff of the BRAIN dashboard as well as a written report summarizing implementation results as they relate to the performance goals. | June 15, 2025 | $20,000.00 |

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein or the amounts stated per task. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

C. Entity must submit detailed invoices accounting for all services performed. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. If EMNRD finds that the invoice services, are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice or services, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice or services have been received and accepted, EMNRD shall tender payment to Entity within 30 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, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when funds have been encumbered for this Agreement. It shall terminate on June 30, 2025, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such

termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and the United States Department of Energy (DOE) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

6. Status of Entity: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Entity 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 EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

B. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

9. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. Product of Services; Copyright: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

12. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently

has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

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

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

16. Equal Opportunity Compliance: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity 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 Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity 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 New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive 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. Records and Audit:

A. Entity 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 until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor and DOE. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and

expenses related to this Agreement for which exception is under consideration by DOE and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. 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 with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Sections41-4-1 *et seq.*, as amended.

20. Procurement, Utilization, and Disposition of Property: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with DOE regulations governing disposal of property.

21. 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.

22. 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 performance 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 waiver of a specified right by a party shall be effective to waive any other rights.

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Chadette Pfaff - Program Manager
ECAM
Chadette.pfaff@emnrd.nm.gov
1220 S. St. Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

Caryn Grosse - Project Administrator Sr.
200 Lincoln Ave.
Santa Fe, NM 87501
clgrosse@santafenm.gov
505-955-5938

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. Authority: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

25. Acknowledgment: Entity shall acknowledge EMNRD and DOE as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

1) including qualified MBEs/WBEs on solicitation lists;

2) assuring that MBEs/WBEs are solicited once they are identified;

3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

1) engage in severe forms of trafficking in persons during this Agreement's term;

2) procure a commercial sex act during this Agreement's term; or

3) use forced labor in the performance of this Agreement.

D. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

F. In the event this Agreement is funded with federal monies and Entity wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the DOE.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

H. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

I. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

28. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

**IN WITNESS WHEREOF,** the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**

By: _____ Date: _____
Cabinet Secretary or Designee

**ENTITY NAME**

By: _____ Date: _____
Alan Webber, Mayor

ATTEST:

By: _____ Date: _____
Geralyn Cardenas, Interim City Clerk

CITY ATTORNEY'S OFFICE:

By: Kevin L. Nault Date: 11/12/2024
Kevin L. Nault (Nov 12, 2024 16:49 MST)
Assistant City Attorney

APPROVED FOR FINANCES:

By: Emily K. Oster Date: Nov 26, 2024
Emily Oster, Finance Director

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works Department/Facilities Division | 11/18/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP DESIGN | 3209980 | 572960 | PWD2532021 | 550,000 | |
| | | | | | |
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| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NM ENMRD GSA | 3209980 | 490200 | PWD2532021 | (550,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

NM ENMRD GSA grant award for BRAIN Platform Project in the total amount of $550,000.

| *{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 11/18/2024
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date
Regina Wheeler (Nov 22, 2024 18:21 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 Nov 25, 2024
Budget Officer Date

Emily K. Oster Nov 26, 2024
Finance Director *{≤ $5,000}* Date

Randy Randall (Nov 26, 2024 22:40 CST) Nov 26, 2024
City Manager *{≤ $60,000}* Date

# Memo Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format

Final Audit Report 2024-11-20

| | |
|---|---|
| Created: | 2024-11-20 |
| By: | Elizabeth Kahahane (elkahahane@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4UiEJ1LRaqu5_3bn56-XnxDcQ-yzUh4U |

## "Memo Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-20 - 8:25:47 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-20 - 8:30:01 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2024-11-20 - 8:30:51 PM GMT- IP address: 104.47.65.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2024-11-20 - 8:30:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-20 - 8:31:00 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-20 - 8:31:26 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-20 - 8:32:52 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-20 - 8:32:53 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-20 - 9:30:00 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as RW
2024-11-20 - 9:30:57 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2024-11-20 - 9:30:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-20 - 9:30:59 PM GMT

Powered by
Adobe
Acrobat Sign

# Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed

Final Audit Report 2024-11-23

| | |
|---|---|
| Created: | 2024-11-23 |
| By: | Elizabeth Kahahane (elkahahane@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAenJsZnRb80rkmjltvJHC-s1wr_C3NOyn |

## "Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed" History

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2024-11-23 - 0:32:30 AM GMT- IP address: 63.232.20.2

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2024-11-23 - 0:33:12 AM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-23 - 1:20:54 AM GMT- IP address: 76.18.67.54

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-11-23 - 1:21:21 AM GMT- IP address: 76.18.67.54

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-11-23 - 1:21:23 AM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.
2024-11-23 - 1:21:23 AM GMT

Powered by Adobe Acrobat Sign

# Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed BAR signed

Final Audit Report 2024-11-27

| | |
|---|---|
| Created: | 2024-11-25 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAcwQMvZ-3X2enCcapbxJxkSGhIXvVZvqf |

## "Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed BAR signed" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-25 - 3:11:24 PM GMT- IP address: 97.182.23.177

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-25 - 3:20:19 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-25 - 6:50:53 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-25 - 6:51:28 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-25 - 6:51:31 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-11-25 - 9:28:20 PM GMT- IP address: 63.232.20.2

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A
2024-11-25 - 9:35:30 PM GMT- IP address: 63.232.20.2

Document e-signed by N/A (jdlovato@santafenm.gov)
Signature Date: 2024-11-25 - 9:35:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to evlujan@santafenm.gov for signature

2024-11-25 - 9:35:35 PM GMT

Email viewed by evlujan@santafenm.gov

2024-11-26 - 3:09:25 PM GMT- IP address: 104.47.65.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan

2024-11-26 - 3:10:42 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)

Signature Date: 2024-11-26 - 3:10:44 PM GMT - Time Source: server- IP address: 63.232.20.2

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

2024-11-26 - 3:10:47 PM GMT

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

2024-11-27 - 0:57:57 AM GMT- IP address: 104.47.65.254

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

Signature Date: 2024-11-27 - 0:59:17 AM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign

2024-11-27 - 0:59:19 AM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)

2024-11-27 - 4:39:15 AM GMT- IP address: 104.28.132.125

Document e-signed by Randy Randall (rrandall@santafenm.gov)

Signature Date: 2024-11-27 - 4:40:01 AM GMT - Time Source: server- IP address: 68.105.56.157

Agreement completed.

2024-11-27 - 4:40:01 AM GMT

CITY OF SANTA FE

**Date:** November 21, 2024

**To:** Governing Body

**From:** Caryn Grosse, PMP, Facilities Project Manager III

**Via:** Regina Wheeler, Public Works Department Director
Regina Wheeler (Nov 21, 2024 14:12 MST)
Sam Burnett, Facilities Division Director
JOHN BURNETT (Nov 21, 2024 14:10 MST)

**Subject:** Contract for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

**Vendor Name:** Paradise Power Company, Inc.

**Munis Vendor Number:** 9115

---

**ACTION:**
Request for Approval of a General Services Contract with Paradise Power Company, Inc., in the Total Amount of $589,730, Including NMGRT, for Implementation of the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool, with a Term Ending June 30, 2025. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

**CONTRACT NUMBER:**
The FY25 Munis Contract Number is 3250276.

**BACKGROUND AND SUMMARY:**
Facilities Division applied for and received a $550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN) for the City of Santa Fe. The BRAIN assesses and consolidates energy usage data from facilities and renewable energy generation into an intuitive, single-station control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will help measure performance and efficiency and support optimization of building controls, energy generation resources and future storage resources.

Paradise Power Company (PPC) has proposed to install the BRAIN, via Statewide Price Agreement #20-00000-21-00029. The grant amount of $550,000 will cover a majority of the costs associated with this project, with additional funds, in the amount of $39,730.06, provided by Facilities Division to complete the project.

The Facilities Division met with the Vendor and the City's ITT Department to review this application. The ITT Department provided the Facilities Division with their approval for this project to proceed.

Implementation of the BRAIN is expected to be completed by June 30, 2025.

**ATTACHMENTS:**
General Services Contract
Proposal
Statewide Price Agreement
Certificate of Insurance
Horizons Service List
CPO Determination Email
Department Approval from ITT

**PROCUREMENT METHOD:**
The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, 20-00000-21-00029, which expires on February 12, 2025.

Chief Procurement Officer (CPS)/Designee: _____ Date: Nov 27, 2024
CPO Comment/Exceptions: NMSA 1978, Section 13-1-129

**FUNDING SOURCE:**
$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200
Project Ledger Number: PWD2532021

$39,730.06 in funding from Facilities Division
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: Nov 22, 2024
Budget Officer Comment/Exceptions: _____

**ASSOCIATED APPROVALS:**
IT Components included? ☑ Yes | ☐ No
Approval: Eric Candelaria (Nov 27, 2024 13:46 MST) Date: Nov 27, 2024
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: _____ ate: _____
Comment/Excepti
**Signature:** JOHN BURNETT (Nov 21, 2024 14:10 MST)
**Email:** jsburnett@santafenm.gov

Capital Asset* or Project**? ☑ Yes | ☐ No
Project Ledger# PWD2532021
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Nov 27, 2024 13:32 MST) Title: Grants Manager Date: Nov 27, 2024
Comment/Exceptions: _____

Anticipated length of project: 7 months

Department Contract Administrator Contact Info: Lisa Kahahane (elkahahane@santafenm.gov)

Item #: _____
Munis Contract #: 3250276
SWPA #: 20-00000-21-00029

**CITY OF SANTA FE**
**GENERAL SERVICES CONTRACT**

GridWatch Balanced Resource Acquisition Information Network (BRAIN)

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Paradise Power Company, 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 Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

Implementation of secure, cloud-based, Balanced Resource Acquisition Information Network (BRAIN) to provide a city-wide, city-owned utility monitoring, analysis and reporting solution to assess and consolidate usage data from water, power and renewables into a single-station control center.

3. **Compensation**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed five hundred forty-five thousand one hundred dollars ($545,100.00) for labor and materials

B. Payment. The total compensation under this Agreement shall not exceed five hundred eighty nine thousand seven hundred thirty dollars and six cents ($589,730.06) ], including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor

to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2025.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

7. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

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

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

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

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The

Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Contract; Merger**

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

This Contract is issued against the state or agency Master Agreement, established, and maintained by the State of New Mexico General Services Department, Purchasing Division (issuing entity), 20-00000-21-00029 Photovoltaic Systems, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

22. **Notice**

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

23. **Equal Opportunity Compliance**

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

24. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. **New Mexico Tort Claims Act**

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

26. **Applicable Law**

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

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

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

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

32. **Insurance**

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

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

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

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

33. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

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

35. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Caryn Grosse, PMP
Project Administrator Sr
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
clgrosse@santafenm.gov
o 505-955-5938, m 505-795-2471

To the Contractor:

Gary C. Gunthorpe
Business Development Manager
Paradise Power Company, Inc.
245 Paseo Del Canon East
Taos, NM 87571
gary@ppcsolar.com
o 505-395-2244, m 505-681-0141

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

To the Contractor:

Gary C. Gunthorpe
Business Development Manager
Paradise Power Company, Inc.
245 Paseo Del Canon East
Taos, NM 87571
gary@ppcsolar.com
o 505-395-2244, m 505-681-0141

41. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Paradise Power Company, Inc.

Daniel Weinman
_____
DANIEL WEINMAN, PRESIDENT/CEO

DATE: Nov 14, 2024

NMBTIN: 03-082825-00-2

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault (Nov 14, 2024 16:17 MST)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

**Exhibit A**

# CITY OF SANTA FE BRAIN PROPOSAL

October 3, 2024

**Project Overview:**

Paradise Power Company (PPC), based in Taos, NM, features the secure, cloud-based GridWatch LLC Balanced Resource Acquistion Information Network (BRAIN) to address the City of Santa Fe's (CoSF) long-term need for a city-wide, city-owned utility monitoring, analysis, and reporting solution. GridWatch assesses and consolidates usage data from every CoSF facility's water, power, and renewables into an intuitive, single-station control center.

The GridWatch BRAIN allows the CoSF to prioritize energy initiatives and measure and report to constituents, stakeholders, and other government incentivizing agencies.

**Pricing and Fees:**

***GridWatch Implementation Cost:*** **$545,100.00**

- Implementation costs include labor and material required to accomplish the scope and payment milestones defined in "Attachment 1: City of Santa Fe BRAIN." The BRAIN allows existing systems to pull signals from the existing electric, gas, and water meters. The cost excludes tax, which we assume is billable and allowable.

- ***GridWatch Unlimited Software as a Service (SaaS) Use:*** **$0.00**
  Upon successful implementation, the City of Santa Fe retains the rights to use the BRAIN indefinitely with as many concurrent users it requires.

- ***Annual Maintenance and Services:*** **$0.00** (separate agreement following integration)

  GridWatch provides "Essential" annual maintenance and services to include:
  - "P1-P4" software support and escalation
  - Building additions/removal within the software
  - Administer cloud services
  - BRAIN platform bug fixes and patches

  We propose no cost for Essential maintenance for 120 days following project sign-off. Except as the parties may otherwise agree, retaining Essential annual maintenance is $69,000/year (exclusive of NMGRT) with savings available for longer-term agreements. Note: annual maintenance agreement is required to receive software support, patches, software updates, or software customizations.

***PCC Solar Fee:*** $545,100.00
***NM GRT (8.1875%):*** $44,630.06
***Total Price:*** $589,730.06
The cost includes all applicable NM Statewide Price Agreement retail reductions.

Thank you for your consideration of PPC Solar for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

**Attachment 1:**

**CITY OF SANTA FE BRAIN**

**This proposal includes the following Execution Plan and Project Milestones:**

The Balanced Resource Acquisition Information Network (BRAIN) integrates distributed energy resources to visualize utility data, usage and spend by site, department, and specified groups. The BRAIN enhances grid response/resiliency by improving and measuring building system performance/efficiency, optimizing existing building assets, and enabling adaptability of resources to interact with the modern grid.

The milestones below are not considered sequential; milestone efforts can overlap and potentially complete prior to another.

Milestone 1 – Project Kickoff

Conduct Project kickoff with an agenda to include points of contact, initial log-in permissions, approved ENTITY logos, general communication approach, issue escalation and resolution approach, milestone and milestone schedule review, milestone "completion state" alignment, and other administrative project management topics as identified.

**Completion State: Project Kickoff meeting conducted.**

Milestone 2 – Billing Data Correlation and API Portal Data Assessment

Billing Data Correlation: Query and identify facility information necessary for appropriate BRAIN functionality. Information to identify includes but not limited to:

| | |
|---|---|
| Building / Facility Name | Existing Facility/Equipment Monitoring Software |
| Building / Facility Organization/Dept. | Issue notification methodology |
| Physical and Billing Address | Utility Providers (all) |
| Own, Lease, or Other (Status) | Utility Bills (historical thru current) |
| Current Facility Energy Assets | Facility Accounts (all) |
| Existing Controls if Applicable | Mechanical system |

API Portal Data Assessment: Determine data available through each API's portal. Potential portals can include mechanical systems, solar systems, EV charger systems, and others.

**Completion State: Facility information collected for each building and API available portal data known from each portal source.**

Milestone 3 – Billing Data Configuration, Initial BRAIN Structure, and Billing Account Data Integration

Applying information identified during Milestone 2, specific tasks and BRAIN functionality created for Milestone 3 include:

- Create "Landing Page" with standard BRAIN "Widgets." ENTITY branding applied.
- Create "Public Interface Page" with standard BRAIN content, accessible to public without Login.

- Complete "Facility Mapping" (note: a facility can consist of multiple buildings and/or multiple meters), representing each facility on a map, along with appropriate standard "group" icon. Facility map includes standard BRAIN widgets/icons.
- Complete "Facility Grouping" – categorize each facility into a collection of like-type facilities (all police facilities become a "group," for example). Must appropriately define and assign groups.
- Initiate "Facility Dashboards" – each facility receives its own page to include standard BRAIN display and information: overhead (satellite) view of mapped facility; electric, gas, water, and solar usage/spend charts based on historical/most current provided billing data; standard filters; and standard BRAIN widgets. Note, billing data display not functional until completion of Milestone 4 activities below.
- Provide User Access – assumes two permission levels for access: Read Only and Read/Write. Must identify personnel and access level.

*Billing Data Processing*

Specific tasks and BRAIN functionality for Milestone 3 include:

- Provide utility bill upload automation and user training to manage and upload bills without intervention (automate). Work with utility providers to present billing data in a standard BRAIN-configured Excel (.csv) format.
- Display utility spend/usage/historical billing data on each Facility Dashboard.
- Display utility spend/usage/historical billing data for each group.
- Create "Facility Information" standard file structure allowing ENTITY to post files associated with an individual facility.
- Provide "Facility Comparison" standard functionality, allowing energy consumption comparison between buildings in the same group.
- Create "Data Export" report capability – standard PDF file summarizing utility spend/usage by group or facility.
- Provide "Building Performance" – measurements based on DOE calculations.
- Provide "Building Systems" – display existing systems for each facility to ease navigation

**Completion State: Observe and confirm Milestone 3 functionality.**

Milestone 4 – API/Real-time Electric Usage Integration

Specific tasks and BRAIN functionality and eGauge installation includes:

- BRAIN pulls appropriate data from each existing API portal and incorporates into current BRAIN configuration to analyze and display (no custom programming).
- Supply and install at main breaker eGauge core meter/data logger/server with necessary routing hardware (up to eight hardware installations). GridWatch procures equipment warrantees; PPC performs eGauge hardware installation.

Milestone 4 assumes:

- City of Santa Fe provides all Third-Party Consents for PPC/GW to log in to City of Santa Fe third-party software (API) providers. City of Santa Fe will also facilitate and/or allow direct communication from PPC/GW to third-party software (API) providers if needed.
- PPC/GW granted full access to all Client Data from relevant third party (API) vendors.

**Completion State: Observe and confirm software functionality for APIs described above and eGauge hardware installed.**

Milestone 5 – Alerting and Reporting / Real-time Electric Data Validation

Specific tasks and BRAIN functionality for Milestone 6 include:

- Provide an alert via standard icon on the Alert Map and Facility Table with alert management.
- Provide "Basic" alerts based on analysis of historical usage data against a ENTITY-provided threshold.
- Provide "Advanced" alerts from APIs based on email notifications originating from capable and available third-party software.
- Onboard eGauge data to BRAIN and integrate to support data reporting

**Completion State: Observe and confirm BRAIN functionality described above.**

Milestone 6 – Project Sign-off

Specific tasks and BRAIN functionality for Milestone 7 include:

- Formal event validating all functionality described in Milestones 1-6 above.

**Completion State: Observe and concur integration complete.**

Additional Contribution

- One eGauge core meter/data logger/server unit and installation at main facility breaker
- One Dell 75 4K interactive touch monitor or equivalent and installation (unless City must install its own office equipment)

**Assumption/Exclusions:**

1. GridWatch assumes the data provided for the BRAIN is accurate as provided
2. Any efforts in addition to those described in Attachment 1
3. Liability for existing controls and equipment
4. Startup and commissioning existing third-party controls and/or equipment
5. Permits or performance and/or payment bonds; priced separately if/when required
6. Hardware procurement and/or installation except as described
7. 

**Payment Milestones:**

| | PRICE | NMGRT | TOTAL PRICE |
|---|---|---|---|
| Project Kickoff | $143,750.00 | $11,769.53 | $155,519.53 |
| Billing Data Correlation and API Portal Data Assessment | $86,250.00 | $7,061.72 | $93,311.72 |
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| Project Sign-off (withhold) | $11,500.00 | $941.56 | $12,441.56 |
| **TOTAL** | **$545,100.00** | **$44,630.06** | **$589,730.06** |

# GS Software Contract_ParadisePowerCo_CityFac_BRAIN_Final CAO with Exhibit A

Final Audit Report 2024-11-14

| | |
|---|---|
| Created: | 2024-11-14 |
| By: | Amy Cawthon (amcawthon@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAq343-p2XO7ANqkgzuDGF2CYYRFBVtfpw |

## "GS Software Contract_ParadisePowerCo_CityFac_BRAIN_Final CAO with Exhibit A" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-11-14 - 6:34:09 PM GMT- IP address: 63.232.20.2

Document emailed to Daniel Weinman (dan@ppcsolar.com) for signature
2024-11-14 - 6:34:52 PM GMT

Email viewed by Daniel Weinman (dan@ppcsolar.com)
2024-11-14 - 11:06:09 PM GMT- IP address: 66.249.80.100

Document e-signed by Daniel Weinman (dan@ppcsolar.com)
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Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-11-14 - 11:17:08 PM GMT- IP address: 174.231.22.244

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-11-14 - 11:17:10 PM GMT - Time Source: server- IP address: 174.231.22.244

Agreement completed.
2024-11-14 - 11:17:10 PM GMT

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# CITY OF SANTA FE BRAIN PROPOSAL

October 3, 2024

**Project Overview:**

Paradise Power Company (PPC), based in Taos, NM, features the secure, cloud-based GridWatch LLC Balanced Resource Acquistion Information Network (BRAIN) to address the City of Santa Fe's (CoSF) long-term need for a city-wide, city-owned utility monitoring, analysis, and reporting solution. GridWatch assesses and consolidates usage data from every CoSF facility's water, power, and renewables into an intuitive, single-station control center.

The GridWatch BRAIN allows the CoSF to prioritize energy initiatives and measure and report to constituents, stakeholders, and other government incentivizing agencies.

**Pricing and Fees:**

***GridWatch Implementation Cost:*** **$545,100.00**

- Implementation costs include labor and material required to accomplish the scope and payment milestones defined in "Attachment 1: City of Santa Fe BRAIN." The BRAIN allows existing systems to pull signals from the existing electric, gas, and water meters. The cost excludes tax, which we assume is billable and allowable.

- ***GridWatch Unlimited Software as a Service (SaaS) Use:*** **$0.00**
  Upon successful implementation, the City of Santa Fe retains the rights to use the BRAIN indefinitely with as many concurrent users it requires.

- ***Annual Maintenance and Services:*** **$0.00** (separate agreement following integration)

  GridWatch provides "Essential" annual maintenance and services to include:
  - "P1-P4" software support and escalation
  - Building additions/removal within the software
  - Administer cloud services
  - BRAIN platform bug fixes and patches

  We propose no cost for Essential maintenance for 120 days following project sign-off. Except as the parties may otherwise agree, retaining Essential annual maintenance is $69,000/year (exclusive of NMGRT) with savings available for longer-term agreements. Note: annual maintenance agreement is required to receive software support, patches, software updates, or software customizations.

***PCC Solar Fee:*** $545,100.00
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# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**8 Vendors**

Number**: 20-00000-21-00029**

Amendment No.**: Two**

Term**: February 13, 2022 – February 12, 2025**

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

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

Procurement Specialist**: James Ortega**

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

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

Title**: Photovoltaic (Solar Electric) Systems**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 13, 2024 to February 12, 2025 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

Date: 2/13/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

## Certificate Of Completion

Envelope Id: 9CE5A74B6F7C4A83A44E838D94124335
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

## Record Tracking

Status: Original
2/9/2024 3:30:25 PM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Michael Saavedra<br>Michael.Saavedra@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) | MS<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 2/9/2024 3:31:27 PM<br>Viewed: 2/13/2024 7:55:17 AM<br>Signed: 2/13/2024 7:55:36 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/4/2020 11:04:51 AM<br>ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8 | | |
| James Ortega<br>james.ortega@gsd.nm.gov<br>Security Level: Email, Account Authentication (None) | JO<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 2/13/2024 7:55:37 AM<br>Viewed: 2/13/2024 7:56:21 AM<br>Signed: 2/13/2024 7:56:28 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 10/24/2022 4:00:52 PM<br>ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35 | | |
| Dorothy Mendonca<br>dorothy.mendonca@gsd.nm.gov<br>SPD Division Director / State Purchasing Agent<br>General Services Department<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 164.64.62.10 | Sent: 2/13/2024 7:56:29 AM<br>Viewed: 2/13/2024 8:06:24 AM<br>Signed: 2/13/2024 8:06:37 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 4/14/2023 7:24:59 AM<br>ID: 51f6380f-50f7-4227-afb5-572b373dfb7c | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 2/9/2024 3:31:27 PM |
| Certified Delivered | Security Checked | 2/13/2024 8:06:24 AM |
| Signing Complete | Security Checked | 2/13/2024 8:06:37 AM |
| Completed | Security Checked | 2/13/2024 8:06:37 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

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

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

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

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

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

DocuSign Envelope ID: D50738E9-DF7C-45F9-BFBB-A4F37B06F852



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

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**8 Vendors**

Number: **20-00000-21-00029**

Amendment No.: **One**

Term: **February 13, 2022 – February 12, 2024**

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

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

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@gsd.nm.gov**

Title: **Photovoltaic (Solar Electric) Systems**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 13, 2023 to February 12, 2024 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

Valerie Paulk
State Purchasing Agent

Date: 10/18/2022

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

DocuSign

## Certificate Of Completion

Envelope Id: D50738E9DF7C45F9BFBBA4F37B06F852
Status: Completed
Subject: Please DocuSign: 20-00000-21-00029 A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@gsd.nm.gov
IP Address: 67.0.225.0

## Record Tracking

Status: Original
10/17/2022 4:06:23 PM
Holder: Clarke Fountain
ClarkeJ.Fountain@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Michael Saavedra<br>michael.saavedra@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) | MS<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 10/17/2022 4:08:48 PM<br>Resent: 10/17/2022 4:27:26 PM<br>Viewed: 10/18/2022 7:34:49 AM<br>Signed: 10/18/2022 7:35:13 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/4/2020 11:04:51 AM<br>ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8 | | |
| Clarke Fountain<br>clarkej.fountain@gsd.nm.gov<br>Procurement Specialist<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) | CF<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.0.225.0 | Sent: 10/18/2022 7:35:14 AM<br>Viewed: 10/18/2022 7:41:48 AM<br>Signed: 10/18/2022 7:41:59 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Valerie Paulk<br>Valerie.Paulk@gsd.nm.gov<br>Signed of Behalf of State Purchasing Agent<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) | Valerie Paulk<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.0.221.253 | Sent: 10/18/2022 7:42:00 AM<br>Viewed: 10/18/2022 9:08:36 AM<br>Signed: 10/18/2022 9:08:49 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2020 9:40:59 AM<br>ID: f12ca6d0-7cba-4de4-b58f-8180244887ff | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 10/17/2022 4:08:48 PM |
| Certified Delivered | Security Checked | 10/18/2022 9:08:36 AM |
| Signing Complete | Security Checked | 10/18/2022 9:08:49 AM |
| Completed | Security Checked | 10/18/2022 9:08:49 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

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

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

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

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

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

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# State of New Mexico
# General Services Department

## Statewide Price Agreement

**Awarded Vendor:**
**8 Vendors – Starts 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 at Time of Order**

Price Agreement Number**:** **20-00000-21-00029**

Payment Terms**:** **See Page 6**

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

Delivery**:** **See Page 6**

Procurement Specialist**:** **Mark Lujan**

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

Email: **Mark.Lujan@state.nm.us**

Title**:** **Photovoltaic (Solar Electric) Systems**

Term**:** **February 13, 2022 thru February 12, 2023**

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

**Accepted for the State of New Mexico**

Valerie Paulk

Date: 2/8/2022

Mark Hayden, New Mexico State Purchasing Agent

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

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## Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 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) 0000117314**
**Affordable Solar Group, LLC**
**dba: Affordable Solar Installations**
**4840 Pan American E. Fwy NE**
**Albuquerque, NM 87109**
**505-944-4220**
**dylan.connelly@affordable-solar.com**
**service@affordable-solar.com**

Payment Term: **determined by contract**

Delivery: **at job site**

**(AB) 0000082606**
**EverGuard Solar Energy LLC**
**dba: EverGuard Roofing**

**512 Veranda Rd NW**
**Albuquerque, NM 87107**
**505-242-6511**
**shaun@evergaurdroofing.com**

Payment Term: **Net 30**

Delivery: **512 Veranda Rd NW, Albuquerque, NM 87107**

**(AC) 0000134788**
**Los Ebanistas, Inc.**

**PO Box 10**
**Dixon, NM 87527**
**505-455-8875**
**mark@sollunasolar.com**

Payment Term: **Net 30 (Negotiable)**

Delivery: **FOB Destination Determined Per Project Award Location**

**(AD) 0000092230**
**Osceola Inc.**

**1300 1st Street NW**
**Albuquerque, NM 87102**
**505-850-8863**
**info@osceolaenergy.com**

Payment Term: **Net 30**

Delivery: **Deliver to 1300 1st Street NW, Albuquerque, NM 87102**

**(AE) 0000081451**
**Paradise Power Company Inc.**
**dba: PPC Solar**

Payment Term: **Net 30**

Delivery:

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**245 Paseo Del Canon East**
**Taos, NM 87571**
**575-737-5896 x 2002**
**charlie@ppcsolar.com or dan@ppcsolar.com**

**(AF) 0000052603**
**Positive Energy**
**dba: Positive Energy Solar**
**3209 Richards Lane**
**Santa Fe, NM 87507**
**505-424-1112**
**clark.simpson@positiveenergysolar.com**

Payment Term: **Net30**

Delivery: **3651 Princeton Dr NE, Albuquerque, NM 87107**

**(AG) 0000083297**
**Rio Grande Renewables, LLC**
**147 Via Oreada**
**Corrales, NM 87048**
**505-470-9876**
**peter@riogranderenewables.com**

Payment Term: **Net 30**

Delivery: **To the Project site**

**(AH) 0000086365**
**Solar Smart Living, LLC**
**PO Box 1377**
**Santa Teresa, NM 88008**
**915-400-2995**
**info@solarsmartliving.com**

Payment Term: **Net 30**

Delivery: **As requested**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2024

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

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

| PRODUCER | CONTACT NAME: Amy Perez | |
|---|---|---|
| Brown & Brown Insurance Services, Inc.<br>627 Paseo Del Pueblo Sur<br>Taos NM 87571 | PHONE (A/C, No, Ext): (575) 758-2244 | FAX (A/C, No): |
| | E-MAIL ADDRESS: Amy.Perez@bbrown.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Paradise Power Company, Inc., DBA: dba PPC Solar<br>245 Paseo Del Canon E<br>Taos NM 87571 | INSURER A : Donegal Mutual Insurance Company | 13692 |
| | INSURER B : New Mexico Mutual Casualty Company | 40627 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | CPT9444249 | 06/01/2024 | 06/01/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Pere Location or Per | $ INCLUDED |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | CAO9444249 | 06/01/2024 | 06/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Underinsured motorist | $ |
| A | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | CXL9444249 | 06/01/2024 | 06/01/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | AGGREGATE | $ 2,000,000 |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 61900.116 | 06/01/2024 | 06/01/2025 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Leased/Rented Equipment | | | CPT9444249 | 06/01/2024 | 06/01/2025 | Leased/Rented Equip | 100,000 |

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

REF: BRAIN Grid Modernization

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Ave
PO Box 909
Santa Fe NM 87504-0909

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# Services Offered to the City of Santa Fe (2024)

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

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

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

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

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

**From:** DUTTON-LEYDA, TRAVIS K.
**To:** KAHAHANE, ELIZABETH L.
**Cc:** GROSSE, CARYN L.; Purchasing DET
**Subject:** RE: SOW Determination - BRAIN Grid Modernization
**Date:** Tuesday, October 1, 2024 11:02:34 AM
**Attachments:** image003.png

---

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  -IT components - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  -Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov_
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
  From $20k to $60k per year, if you aren't using a cooperative or existing contract,

you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.

- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

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

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

Regards,

Travis Dutton-Leyda
Chief Procurement Officer

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

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

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

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

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

---

**From:** KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
**Sent:** Tuesday, October 1, 2024 10:55 AM
**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Cc:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
**Subject:** SOW Determination - BRAIN Grid Modernization

Good morning,

Facilities Division is requesting a SOW determination for the following:

> Implementation of secure, cloud-based, Balanced Resource Acquisition Information Network (BRAIN) to provide a city-wide, city-owned utility monitoring, analysis and reporting solution to assess and consolidate usage data from water, power and renewables into a single-station control center, using GridWatch Software as a Service (SaaS).

Mahalo!

**Best,**
**Elizabeth "Lisa" Kahahane**
Contracts Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

# Pre-screening questions for Software/Solution Replacement Request

**Information about the Existing System/Solution:**

1. Name of the solution you are trying to replace N/A - move to next page
   (version/module)_____
2. Number of current users_____
3. Who is responsible for updating / troubleshooting the current solution?
   - ☐ ITT Representative (division/position/name/contact info): _____
   - ☐ Vendor (name / contact info): _____
   - ☐ City Department's representative (name/contact info): _____
   - ☐ 3rd Party Contractor (name/contact info): _____
   - ☐ Other: (Company/name/contact/allocated hours/mo): _____

     _____
4. Is the current system hosted in the cloud or locally by the City:
   - ☐ Hosted on ITT servers (name and location): _____
   - ☐ Hosted on Cloud (provider name and link): _____
5. What are main features you are utilizing with the current software:

   _____

   _____
6. Describe the limitations of the current software that new proposed solution will remedy:

   _____

   _____
7. What is the extent of the data that will be transferred to the new solution from the current solution:
   - ☐ All the data will be transferred and deleted from existing accounts;
   - ☐ Only partial/or no data will be transferred, and the data will be backed up into local drive. (where?)_____
   - ☐ No data will be transferred and backed up, and

8. Will there need to be an archival copy of the current solution maintained?
   - ☐ Yes (if yes – by who, and how long):_____
   - ☐ No
   - ☐ Uknown (specify): _____

**Information about the Proposed System/Solution:**

9. Name of the solution/software you are interested in purchasing: Brain / GridWatch
   (version/module): Customizable interfaith impact public works and public utilities, solar and other utilities production to monitor power use
10. What is the goal of the requested application? Energy consumption tracking and alerting
11. Number of users that will be utilizing the system and will need licenses: TBD - Unlimited
12. How many users will be covered by current quote?: Unlimited under 1 thousand, mainly for admins
13. Single sign on – is this solution capable of:
    - ☐ Azure Entra ID SAML
    - ☐ Azure Entra ID OAUTH2
    - ■ Other SSO: 2 factor authentication, not Azure, user will receive email w
14. Will the new solution be hosted:
    - ☐ Locally (address): _____
    - ■ or in the Cloud (address): United states, central data center for Google
15. Will the updates to the new system/solution be performed by:
    - ☐ City staff (Name/position/division): _____
    - ■ or the Vendor (assigned staff): Vendor (contact info #21)
16. What existing IT systems, if any, does this solution need to connect to?:
    - ☐ Email
    - ■ Network
    - ☐ GIS portal/databases* _____if yes answer GIS Module

    (specify) They will use API's to access the systems, and need some portals opened as per future discussion
17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?
    - ☐ ITT Representative (division/name/contact info):_____
    - ■ Vendor (name / contact info): Vendor Contact Info #21: Will work with access to other utilities systems
    - ■ City Department's representative (name/contact info): _____
    - ☐ 3rd Party Contractor (name/contact info): _____
    - ☐ Other: (Company/name/contact/allocated hours/mo): _____
18. What is the estimated timeframe for standing up this new solution, and transferring from the current solution to the new solution?

| Unknown | Under 3 months | 3 to 6 months | 6-12 months | More than 1 yrs | Other: |
|---|---|---|---|---|---|
| ☐ | ☐ | ✔ | ☐ | ☐ | |

Planning to lunch by mid December, have to be set up by June 30th(end of grant)

19. How or who handles any requests for support for the requested application?
Vendor and designated City Staff

20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs?

| No Vendor Support ☐ | Limited to # hours: _____ ☐ | Unlimited Business Hours ☐ | Unlimited 24/7 ✔ | Other: Priority based response systems |
|---|---|---|---|---|

Please include Service Level Agreement details_____

21. Vendors contact information for technical questions regarding this new solution:
Matt Hendrickson, CEO, GridWatch Energy Management Systems, matt.hendrickson@gridwatchems.com, 520-369-9664,
Gary Gunthorpe, Paradise Power Company.gary@ppcsolar.com, 505-395-2244, or gary@gridwatchems.com

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?
Will need access to certain systems, servers, cloud to cloud level, not on perm level, they will need top reach to ITT to open some of the firewalls.

23. Is there different level of access to the requested application? If so, how is access handled?
Admin, role, read role for reports, for mobile only users, group based permissions

**ITT GIS Discovery questions**

24. Will you require APA/Map service? N/A

25. Who is your City GIS Contact?:_____

26. List of data needed for map service: will not use GIS Services or layers, maps are based on Google Maps

27. Is there a data that needs to be reconciled back into City GIS databases?:_____

28. Will you need City GIS Team to create you field app/ dashboards/ additional services? _____

29. Will you require City's Esri Licenses and how many?: _____

30. Will this affect City's ESRI service agreement in any way?: _____

**For ITT Only (End of discovery results):**

A. Will this implementation require ITT resources?

☐ Yes (*) ☑ No

B. Will this implementation and management require ITT staff hours?

☑ Yes (*) ☐ No

C. Was the requested software vetted by ITT Security officer?

☑ Yes ☐ No (*)

D. Does the requested solution have Single Sign enabled?

☑ Yes ☐ No (*)

E. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐ Yes (*) ☑ No

**Request Approved?** ■ **Yes** ☐ **No** (requires CCB)

Approver's Name/ Signature: Zarifa Dushdurova Digitally signed by Zarifa Dushdurova Date: 2024.11.08 10:49:19 -07'00' Date: 11/1/24

Note: Ensure that during the implementation they work with NetOps and address any integration needs with ITT

# Contract Packet_PPC_BRAIN_$589,730.06_11 14 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format v2

Final Audit Report 2024-11-21

| | |
|---|---|
| Created: | 2024-11-21 |
| By: | Elizabeth Kahahane (elkahahane@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABcNG-Ge7dVfdn-V6IHjXOZBoY79iz7ti |

## "Contract Packet_PPC_BRAIN_$589,730.06_11 14 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format v2" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-21 - 8:51:21 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-21 - 8:54:31 PM GMT

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2024-11-21 - 9:04:11 PM GMT- IP address: 104.47.64.254

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Signature Date: 2024-11-21 - 9:04:20 PM GMT - Time Source: server- IP address: 63.232.20.2

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Powered by Adobe Acrobat Sign

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2024-11-21 - 9:12:44 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-11-21 - 9:12:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-21 - 9:12:46 PM GMT

CITY OF SANTA FE

**Date:** October 7, 2024

**To:** Mayor Alan Webber and Governing Body
Finance Committee
Quality of Life Committee

**Via:** Brian Moya, Fire Chief

**From:** Daniel Garcia, Fleet Section Manager

**Subject:** Purchase of BME Type 3; Model 34 Commercial Wildland Vehicle

**Vendor Name:** Siddons Fire Apparatus

**Vendor Number:** 3592

---

**ITEM AND ISSUE:**
Santa Fe Fire Department respectfully requests your review and approval of the purchase request of a BME, Type 3; Model 34 Commercial Wildland Vehicle in the total amount of $486,350.00 – not to exceed for the prevention of Urban Interface Wildland Fires and provide more availability of units for a quicker response. (Siddons Fire Apparatus / Fire Department); (Daniel Garcia, Fire Fleet Manager, dagarcia@santafenm.gov, and (505) 231-8561; Brain Moya, Fire Chief, bjmoya@santafenm.gov, and (505) 955-3111.)

**Action Requested:** **Approval of purchase**

**BACKGROUND AND SUMMARY:**
The purchase of a BME Type 3; Model 34 Commercial Wildland Vehicle is essential for the prevention and mitigation of urban interface wildland fires, as well as to enhance the availability of units for faster response times. This Type 3 Wildland Fire Engine Pumper is specifically designed to navigate challenging environments that our main engines may not be able to access, such as narrow roads or mountainous terrain. By acquiring this unit, we will increase our department's capacity to respond to wildland fire threats in areas with restricted access, ensuring better protection for all districts within the city.

**PROCUREMENT METHOD:**
Small Purchase utilizing Cooperative Agreement.

The procurement method is the Cooperative Agreement HGACBuy #FS12-23 which expires on November 30, 2027.

**Chief Procurement Officer Approval:** _____ **Date:** 10/29/2024
**Comment/Exceptions:** _____

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 3250240

**SOURCE/REVENUE: ☒Expense ☐Revenue**

The funding source is:
**Fund Name/Number:** General Fund/Fund 100
**Munis Org Name/Number:** FIRMedSvcs / 1000186
**Munis Object Name/Number:** Vhcl < 1.5 / 570950

*If the project is grant funded?* List grant award number: *N/A*

**Grant Manager / Accounting Officer Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Project Ledger #:** _____

**Budget Officer Approval:** Andy Hopkins **Date:** 10/22/2024
**Comment/Exceptions:** _____

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

**☒Yes | ☐ No**

**# (if known):** _____

**Repair or Replacement of Existing Equipment:**

**☐Yes | ☒ No**
**If yes -> ☐Repair | ☐ Replacement**

**Please explain:** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☐ Yes | ☒ No**

**Project Ledger #:** _____

**Anticipated length of project:** _____

**Asset Manager Approval:** Lisa Storey (Oct 29, 2024 08:55 MDT) **Date:** 10/29/2024
**Comment/Exceptions:** Fire truck will be capitalized as will outfitting associated with vehicle.

**Department Approvals:**
IT Components: ☐ **Yes** | ☒ **No**

Vehicles: ☒ **Yes** | ☐ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

**Approval**: Daniel Garcia **Title:** Fire Fleet Manager **Date**: 09-05-2024
**Approval**: [signature] **Title:** Finance Director **Date**: 10/30/2024
**Comment & Exceptions**:

Department Contract Administrator Contact Info:
Victoria Velarde,
Business Operations Manager
Santa Fe Fire Department
Office: (505) 955-3113
Cell: (505) 629-5500

**ATTACHMENTS:**

*Keep only those that pertain and delete the reset (including this message)*
Vendor's Quote
Certificate of Liability Insurance
Professional/General Services Contract

FIRE TRUCKS

# *3892 STOCK UNIT*
# *MODEL 34 "TARGHEE"*

07/03/24

## DETERMINATION OF APPARATUS WEIGHT

BME Fire Trucks, LLC. shall submit estimated "in-service" weight analysis required by applicable NFPA standards. This Excel computer weight analysis shall break down all major components of the apparatus and shall show the impact on percentage-of-load on the front and rear axles, total weight, and weight on each tire set.

The analysis shall evenly distribute the NFPA required minimum payload allowance or estimated equipment payload as provided by the purchaser into the specified compartments. The allowance for personnel, hose loads, water and foam fluids, and required NFPA equipment shall be outlined individually in the analysis and placed on the apparatus in its specific intended position.

## CENTER-OF-GRAVITY ANALYSIS

BME Fire Trucks, LLC. shall perform an estimated center of gravity calculation as required by the applicable section of NFPA standards. This calculation shall include tilt angles, the estimated right to left load distribution, and load on each axle, including all specified major components.

## LOW VOLTAGE TEST REQUIRMENTS

The fire apparatus low voltage electrical system shall be tested as required by this section and the test results shall be certified by the apparatus manufacturer. The certification shall be delivered to the purchaser with the documentation for the completed apparatus. The tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit.

## TEST SEQUENCE

The three tests defined below shall be performed in the order in which they appear. Before each test, the chassis batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. The failure of any of these tests shall require a repeat of the test sequence.

## RESERVE CAPACITY TEST

The chassis engine shall be started and kept running until the chassis engine and engine compartment temperatures are stabilized at normal operating temperatures and the chassis battery system is fully charged. The chassis engine shall be shut off and the minimum continuous electrical load shall be applied for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the chassis engine. The chassis battery system shall then be capable of restarting the chassis engine. The failure to restart the chassis engine shall be considered a failure of this test.

## ALTERNATOR PERFORMANCE TEST AT IDLE

The minimum continuous electrical load shall be applied with the chassis engine running at idle speed. The chassis engine temperature shall be stabilized at normal operating temperature. The chassis battery system shall be tested to detect the presence of a chassis battery current discharge. The detection of chassis battery current discharge shall be considered a failure of this test.

## ALTERNATOR PERFORMANCE TEST AT FULL LOAD

The total continuous electrical load shall be applied with the chassis engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two hours. The activation of the electrical system load management system shall be permitted during this test. The activation of an alarm due to excessive chassis battery discharge, as detected by the system required by NFPA (current edition), or an electrical system voltage of less than 11.8 volts direct current for a 12 volt direct current nominal system, for more than 120 seconds, shall be considered a failure of this test.

## LOW VOLTAGE ALARM TEST

Following the completion of the tests described above, the chassis engine shall be turned off. With the chassis engine turned off, the total continuous electrical load shall be applied and shall continue to be applied until the excessive battery discharge alarm activates. The chassis battery voltage shall be measured at the battery terminals.

The test shall be considered to be a failure if the low voltage alarm has not yet sounded 140 seconds after the voltage drops to 11.70 volts direct current for a 12 volt direct current nominal system. The chassis battery system shall then be able to restart the chassis engine. The failure of the chassis battery system to restart the chassis engine shall be considered a failure of this test.

The completed fire apparatus shall undergo a complete 12 volt electrical load and performance testing per applicable sections of NFPA standards with inspection and test sheets included in delivery documentation.

## DOCUMENTATION

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

(1) Documentation of the electrical system performance tests.
(2) A written electrical load analysis, including the following:

- (a) The nameplate rating of the alternator.
- (b) The alternator rating under the conditions specified in NFPA 1906 (current edition).

- (c) Each of the component loads specified that make up the minimum continuous electrical load.
- (d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.
- (e) Each individual intermittent electrical load.

## TEST RESULTS

BME Fire Trucks LLC. shall provide results of the apparatus testing and shall certify the following:

The weight of the completed apparatus, when loaded to its estimated in service weight, does not exceed the GVWR and GAWR of the chassis.

The complete unit, when loaded to its estimated in service weight, meets the weight distribution and vehicle stability requirements, as defined in the current NFPA guidelines.

The unit meets all required federal standards pertaining to the manufacturer and completion of the apparatus and a label tag has been affixed to the apparatus by the manufacturer stating same.

BME Fire Trucks LLC. shall provide all testing results, including engine, speed, acceleration, road ability, braking, and auxiliary braking to the Purchaser at the time of delivery.

## DELIVERY REQUIREMENTS

The bidder shall not be responsible for delays in delivery due to strikes, acts of God, failure of suppliers to deliver, chassis shortage and other reasons beyond the reasonable control of the builder. Should BME Fire Trucks, LLC. be unable to comply with the proposed delivery date, we shall immediately contact the purchaser regarding delay information and actions to be taken by the company.

This vehicle shall be F.O.B. the BME Fire Trucks facility in Boise Idaho. Dealer shall be responsible for arrangement of delivery from factory.

## GENERAL WARRANTY PROVISIONS

All materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of one (1) year after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required. Under this warranty, BME Fire Trucks, LLC. shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.
This warranty shall not apply to the following:

- Any component parts or trade accessories such as chassis, engines, tires, pumps, valves, signaling devices, batteries, electric lights, bulbs, alternators, and all other installed equipment and accessories, in as much as they are usually warranted separately by their respective manufacturers, or are subject to

normal wear and tear.

- Failures resulting from the apparatus being operated in a manner or for a purpose not recommended by the apparatus manufacturer.
- Loss of time or use of the apparatus, inconvenience or other incidental expenses.
- Any apparatus which has been repaired or altered without written consent or outside of the apparatus manufacturer's factory and or authorized service center in any way that affects its stability, or which has been subject to misuse, negligence, or accident.
- Delivery of the apparatus to repair site.

**DISCLAIMER**

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER AND ALL OTHER OBLIGATIONS OR LIABILITIES. FURTHER, THE COMPANY EXCLUDES LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the seller; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

**OBTAINING SERVICE**

Return the vehicle to any BME Fire Trucks, LLC. dealer/authorized service center; Return the vehicle to BME Fire Trucks, LLC. or contact BME Fire Trucks, LLC.. BME Fire Trucks, LLC. shall be solely responsible for determining the extent of repair under the terms of the warranty. Transportation costs shall be the responsibility of the purchaser.

**MATERIAL AND WORKMANSHIP**

All equipment provided shall be guaranteed to be new and of current manufacture, and unless specified otherwise, shall meet all requirements of these specifications and prevailing NFPA documents and be in condition at time of delivery for use as specified for this type of apparatus.

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with a high quality aesthetic appearance.

The construction shall be rugged and ample safety factors shall be provided to carry the loads specified to meet both on and off road requirements.

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles, so all specified equipment, with a full complement of personnel, can be carried without damage to the apparatus.

## BODY AND STRUCTURAL WARRANTY

BME Fire Trucks, LLC. shall warrant each new apparatus body, if used in a normal and reasonable manner, against structural defects caused by defects in material, design or workmanship for a period of ten (10) years, covering parts & labor to the original purchaser which shall start on day of acceptance.

This warranty shall not apply to:

- Normal maintenance services or adjustments
- To any vehicle which will have been repaired or altered outside of our factory in any way so as, in the judgment of BME Fire Trucks, LLC., to affect it's stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which will have been operated to a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- Commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories as they are usually warranted separately by their respective manufacturers.
- Shipping costs of parts or apparatus for purposes of repair or replacement of parts. This warranty is in lieu of all other warranties, expressed or implied. All other representations as to the original purchaser and all other obligations or liabilities, including for incidental or consequential damage on the company's behalf unless made in writing by the company.

## DARLEY FIRE PUMP WARRANTY

A three (3) year warranty on the Darley fire pump shall be provided. The provisions of this warranty shall be described in the completed apparatus documentation.

## PLUMBING WARRANTY

The stainless steel fire pump plumbing shall carry a ten (10) year parts and labor warranty against defects in workmanship and perforation corrosion.

## AKRON VALVE WARRANTY

The Akron valves shall carry a ten (10) year parts and labor manufacturer's warranty. Provisions of this warranty shall be provided with the completed apparatus documentation.

## FOAM TANK WARRANTY

The foam tank shall carry a "lifetime" warranty against defects in workmanship and perforation corrosion. The provisions of this warranty shall be provided in the delivery documentation. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

## WATER TANK WARRANTY

The polypropylene water tank that is specified to be supplied with this apparatus shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the apparatus is put into service. The tank manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and/or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs, but shall not cover any liability for the loss of service or downtime costs of the apparatus.

## PAINT WARRANTY

BME Fire Trucks, LLC. shall provide a seven (7) year paint warranty which shall cover peeling and/or de-lamination of the top coat and other layers of paint, cracking or checking, loss of gloss caused by cracking, checking or chalking, and any paint failure caused by defective paint materials covered by the paint manufacturer's material warranty.

## CHASSIS WARRANTY

The specified chassis shall be provided with the chassis manufacturer's warranty. The exact provisions of this warranty shall be supplied with the completed apparatus documentation.

## APPARATUS OPERATION MANUAL(S)

BME Fire Trucks, LLC. shall provide (2) electronic apparatus operational manual(s) on a USB thumb drive.

## CHASSIS SPECIFICATION

### Vehicle configuration

M2 106 plus conventional chassis

2024 model year specified

Set back axle - truck

Straight truck provision, non-towing

Lh primary steering location

**General service**

Truck configuration

Domiciled, usa 50 states (including california and carb opt-in states)

Fire service

Emergency vehicles business segment

Liquid bulk commodity

Terrain/duty: 10% (some) of the time, in transit, is spent on non-paved roads

Maximum 8% expected grade

Maintained gravel or crushed rock - most severe in-transit (between sites) road surface

Medium truck warranty

Expected front axle(s) load : 14000.0 lbs

Expected rear drive axle(s) load : 25000.0 lbs

Expected gross vehicle weight capacity : 39000.0 lbs

**Engine**

Cum l9 360ev hp @ 2200 rpm, 2200 gov rpm, 1150 lb-ft @ 1200 rpm, r/f/e

**Engine equipment**

2010 epa/carb/ghg21 configuration

2008 carb emission cert - clean idle (w/6x4 inch label shipped loose w/installation instructions) installed by final stage mfr on driver door or lh side hood

Oil pan for awd and awd conversions

Engine mounted oil check and fill

Side of hood air intake with nfpa compliant ember screen and fire retardant donaldson air cleaner

Ln 12v 320 amp 4962pgh pad mount alternator

(3) dtna genuine, flooded starting, min 2850cca, 525rc, threaded stud batteries

Standard battery jumpers

Wire ground return for battery cables with additional frame ground return

Non-polished battery box cover

Positive load disconnect with cab mounted control switch with locking provision mounted outboard driver seat

Cummins turbocharged 18.7 cfm air compressor with internal safety valve

Standard mechanical air compressor governor

Air compressor discharge line

Gvg, fire and emergency service vehicles engine warning

C-brake by jacobs with high med low brake with brake lamps

Rh outboard under step mounted horizontal aftertreatment system assembly with rh horizontal tailpipe

Engine aftertreatment device, automatic over the road active regeneration and virtual regeneration request switch in cluster and dash mounted inhibit switch

Standard exhaust system length

Rh standard horizontal tailpipe

6 gallon diesel exhaust fluid tank

100 percent diesel exhaust fluid fill

Lh under cab diesel exhaust fluid tank

Inboard mounted diesel exhaust fluid pump with above rail routing for 6 gallon diesel exhaust fluid tank, cummins engines

Standard diesel exhaust fluid tank cap

Horton 2-speed drivemaster advantage polarextreme fan drive

Automatic fan control with dash switch and indicator light, non engine mounted

Cummins spin on fuel filter

Combination full flow/bypass oil filter

1100 square inch aluminum radiator

Antifreeze to -60f, ethylene glycol pre-charged sca heavy duty coolant

Gates blue stripe coolant hoses or equivalent

Constant tension hose clamps for coolant hoses

Auxiliary engine cooling using water from fire pump

Aluminum flywheel housing

Electric grid air intake warmer

Delco 12v 39mt hd/ocp starter with thermal protection and integrated magnetic switch

**Transmission**

Allison 3000 evs automatic transmission with pto provision

**Transmission equipment**

Allison vocational package 265 - available on 3000/4000 product families with vocational model evs

Allison vocational rating for fire truck/emergency vehicle applications available with all product families

Primary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only

Secondary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only

Primary shift schedule recommended by dtna and allison, this defined by engine and vocational usage

Secondary shift schedule recommended by dtna and allison, this defined by engine and vocational usage

Primary shift speed recommended by dtna and allison, this defined by engine and vocational usage

Secondary shift speed recommended by dtna and allison, this defined by engine and vocational usage

Engine brake range preselect recommended by dtna and allison, this defined by engine and vocational usage

Engine brake range alternate preselect recommended by dtna and allison, this defined by engine and vocational usage

Fuel sense 2.0 disabled - performance - table based

Driver switch input - default - no switches

Electronic transmission wiring to customer interface connector

Customer installed chelsea 280 series pto

Pto mounting, lh side of main transmission allison

Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain

Push button electronic shift control, dash mounted

Transmission prognostics - enabled 2013

Water to oil transmission cooler, in radiator end tank

Meritor mtc-4210 and mtc-4213 transfer case oil cooler

Transmission oil check and fill with electronic oil level check

Meritor mtc 4210xl-ec 2-speed transfer case

Transfer case shift controls in dash

Synthetic transmission fluid (tes-295 compliant)

**Front axle and equipment**

Mx-14-120-evo 14,000# 1790mm kpi single front drive axle

4.88 front axle ratio

Mxl 16t meritor extended lube front steering axle driveline with half round yokes

Meritor 16.5x5 q+ mx drive axle cast spider heavy duty cam front brakes

Fire and emergency severe service, non-asbestos front lining

Meritor cast iron front brake drums

Front brake dust shields

Front oil seals

Standard spindle nuts for all axles

Meritor automatic front slack adjusters

Trw tas-85 power steering

Power steering pump

2 quart see through power steering reservoir

Current available synthetic 75w-90 front axle lube

**Front suspension**

14,600# taperleaf front suspension

Maintenance free rubber bushings - front suspension

Front shock absorbers

**Rear axle and equipment**

Rs-25-160 27,000# r-series fire/emergency service single rear axle

4.89 rear axle ratio

Iron rear axle carrier with standard axle housing

Mxl 17t meritor extended lube main driveline with half round yokes

Mxl 17t meritor extended lube intertransmission driveline with half round yokes

Driver controlled traction differential - single rear axle

(1) driver controlled differential lock rear valve for single drive axle

Indicator light for each differential lockout switch, engage at speeds 5 mph or less, disengage w/ign off or speeds exceeding 25 mph

Meritor 16.5x7 p cast spider cam rear brakes, double anchor, cast shoes

Fire and emergency severe service non-asbestos rear brake lining

Brake cams and chambers on forward side of drive axle(s)

Webb heavy weight cast iron rear brake drums

Rear oil seals

Wabco tristop d longstroke 1-drive axle spring parking chambers

Haldex automatic rear slack adjusters

Current available synthetic 75w-90 rear axle lube

**Rear suspension**

27,000# flat leaf spring rear suspension with helper and radius rod for fire/emergency service

Spring suspension - no axle spacers

Standard axle seats in axle clamp group

Fore/aft control rods

**Brake system**

Air brake package

Wabco 4s/4m abs with traction control

Reinforced nylon, fabric braid and wire braid chassis air lines

Fiber braid parking brake hose

Standard brake system valves

Standard air system pressure protection and 85 psi pressure protection for air horn(s)

Std u.s. Front brake valve

Relay valve with 5-8 psi crack pressure, no rear proportioning valve

Bw ad-9si brake line air dryer with heater

Air dryer mounted outboard on lh rail

Steel air brake reservoirs mounted inside rail; customer accepts tanks mounted in rear overhang/rear suspension mount over rear axle only, if additional tanks are required mount in overhang

Pull cable on wet tank, petcock drain valves on all other air tanks

**Wheelbase & frame**

4500mm (177 inch) wheelbase

11/32x3-1/2x10-15/16 inch steel frame (8.73mmx277.8mm/0.344x10.94 inch) 120ksi

1600mm (63 inch) rear frame overhang

Frame overhang range: 61 inch to 70 inch

8 inch bolt on front frame extension

Calc'd back of cab to rear susp c/l (ca): 64.37 in

Calculated effective back of cab to rear suspension c/l (ca): 59.87 in

Calc'd frame length - overall : 269.55 in

Calculated frame space lh side : 41.3 in

Calculated frame space rh side : 10.27 in

Square end of frame

Front closing crossmember

Standard weight engine crossmember

Standard crossmember back of transmission

Standard midship #1 crossmember(s)

Standard rearmost crossmember

Standard suspension crossmember

**Chassis equipment**

Fender and front of hood mounted front mudflaps

Grade 8 threaded hex headed frame fasteners

D15-28195-000 center punch to mark centerline of rear suspension on top flange of frame

**Fuel tanks**

70 gallon/264 liter aluminum fuel tank - lh

23 inch diameter fuel tank(s)

Plain aluminum fuel tank

Fuel tank(s) forward

Chrome fuel tank cap(s)

Detroit fuel/water separator with water in fuel sensor and 12 volt preheater

Equiflo inboard fuel system

Auxiliary fuel supply and return ports located on lh fuel tank

High temperature reinforced nylon fuel line

**Tires**

Michelin xdn2 12r22.5 16 ply radial front tires

Michelin xdn2 12r22.5 16 ply radial rear tires

**Hubs**

Meritor iron front hubs

Conmet preset plus premium iron rear hubs

**Wheels**

Alcoa 8x 22.5x8.25 10-hub pilot 5.81 inset aluminum disc front wheels

Alcoa 8x 22.5x8.25 10-hub pilot aluminum disc rear wheels

Front wheel mounting nuts

Rear wheel mounting nuts

**Cab exterior**

8154 inch bbc high-roof aluminum conventional crew cab

Air cab mounting

Cab roof reinforcements for roof mounted components

2-1/2 inch fender extensions

Lh and rh exterior grab handles with single rubber insert

Hood mounted chromed plastic grille

Chrome hood mounted air intake grille

Fiberglass hood

Cab floor, toe board and firewall heat shield

Valve and plumbing for customer furnished air horn, piping capped at firewall

Dual electric horns

Rear license plate mount end of frame

Integral headlights with chrome bezels

Aerodynamic marker lights

Daytime running lights

Truck-lite 3 chamber modules with 45 series sealed beam lamps

Standard front turn signal lamps

Dual west coast bright finish heated mirrors

Door mounted mirrors

102 inch equipment width

Lh and rh 8 inch bright finish convex mirrors mounted under primary mirrors

Rh and lh electric powered windows

1-piece solar green glass windsheld

2 gallon windshield washer reservoir with fluid level indicator, frame mounted

**Cab interior**

Rugged trim package

Gray & carbon vinyl interior "rugged"

Carbon with premium gunmetal accent (rugged)

Molded plastic door panel

Forward roof mounted console

Lh and rh door storage pockets integrated into molded door panels

Digital alarm clock in driver display

M2/sd dash

Heater, defroster and air conditioner

Standard hvac ducting

Main hvac controls with recirculation switch

Standard heater plumbing

Valeo heavy duty a/c refrigerant compressor

Binary control, r-134a

Premium insulation

Solid-state circuit protection and fuses

12v negative ground electrical system

Premium cab lighting

Door locks and ignition switch keyed the same

Lh and rh electric door locks

Lh and rh integral door panel armrests

High visibility orange seat belts with driver indicator light and audible alarm

Adjustable tilt and telescoping steering column

4-spoke 18 inch (450mm) black steering wheel with switches

Seating shall be OEM. Front buckets and rear bench

Driver and passenger interior sun visors

**Instruments & controls**

Digital panel lamp dimmer switch in driver display

Configurable lower panel with integrated upper storage

Engine remote interface without interlocks

Bright argent finish gauge bezels

Low air pressure indicator light and audible alarm with (1) additional park switch for customer use

(1) single brake application air gauge

Dual needle primary and secondary air pressure gauge

Dash mounted air restriction indicator with graduations

Electronic cruise control with controls on steering wheel spokes

Key operated ignition switch and integral start position; 4 position off/run/start/accessory

Premium instrument cluster with 5.0 inch tft color display

Heavy duty onboard diagnostics interface connector located below lh dash

2 inch electric fuel gauge

Engine remote interface for remote throttle

Quickfit powertrain interface connector under cab with bluntcuts

Quickfit programmable interface connector(s) under cab with bluntcuts

Engine remote interface connector at powertrain interface connector

Electrical engine coolant temperature gauge

2 inch transmission oil temperature gauge

Electronic outside temperature sensor display in driver message center

Engine and trip hour meters integral within driver display

Pto controls for enhanced vehicle electric/electronic architecture

Electric engine oil pressure gauge

No overhead instrument panel

Quickfit programmable interface module + (4) 20 amp fused relays

Am/fm/wb world tuner radio with auxiliary input, j1939

Dash mounted radio

(2) radio speakers in cab

Multi-band am/fm/wb/cb lh mirror mounted antenna system

Standard radio wiring with steering wheel controls

Electronic mph speedometer with secondary kph scale, without odometer

Standard vehicle speed sensor

Electronic 3000 rpm tachometer

Detroit connect platform hardware

Ignition switch controlled engine stop

Digital voltage display integral with driver display

Single electric windshield wiper motor with delay

Rotary headlamp switch, marker lights/headlights switch with pull out for optional fog/road lamps

One valve parking brake system with warning indicator

Self canceling turn signal switch with dimmer, headlamp flash, wash/wipe/intermittent

2 integral electronic turn signal flasher with 40 amp (20 amp per side) trailer lamp capacity

**Design**

Paint: one solid color

**Color**

Cab color a: "97902EY" Candy Apple Red

Black, high solids polyurethane chassis paint

## CAB SEATING AND WEIGHT ALLOWANCE

A warning label shall be installed in the cab to indicate seating positions.

## LABELS, STANDARD PACKAGE SET

A standard set of labels shall be provided and installed on the inside of chassis cab area. The labels shall contain the required information based on the applicable components for the apparatus.

## DATA PLAQUE

A data plaque shall be provided and installed on the inside of the driver's door. The data plaque shall contain the required information based on the applicable components for the apparatus:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump, generator, or other component lubrications
- Other NFPA applicable fluid levels or data as required
- Paint manufacturer, type, and color number
- Tire Speed Ratings

Location shall be in the driver's compartment or on the driver's door.

## DATA PLAQUE

A data plaque shall be provided and installed. The plaque shall contain the following information.

- Pump make and model
- GPM capacity rating
- Truck serial and production number
- Pump performance (specific GPMs at rated pressures with engine RPM)
- Governed engine RPM
- Pump gear ratio

**WARNING LABEL -- NO RIDING ON REAR**

A warning label stating: "WARNING: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION. DEATH OR SERIOUS INJURY MAY RESULT" shall be installed on the rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

**WARNING LABEL -- SEAT BELT USAGE**

A warning label, stating: "WARNING CRASH HAZARD OCCUPANTS MUST BE SEATED AND BELTED WHEN VEHICLE IS IN MOTION..." shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

**LOUD NOISE WARNING LABEL**

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (Exhaust outlet, sirens and air horns shall not be required for such equipment.)

**AIR FILTER EMBER PROTECTION SCREEN WARNING LABEL**

A warning label, stating: "THIS VEHICLE HAS AN AIR INTAKE EMBER SCREEN WHICH REQUIRES PERIODIC INSPECTION & CLEANING" shall be provided and installed in the apparatus cab interior.

**FRESH AIR EMBER SEPARATOR WARNING LABEL**

A warning label, stating: "THIS APPARATUS IS EQUIPPED WITH A CAB FRESH AIR INTAKE EMBER PROTECTION SCREEN. ROUTINE INSPECTION IS REQUIRED." shall be provided and installed in the apparatus cab interior.

**WARNING LABEL -- DO NOT WEAR HELMET**

A warning label, stating: "CAUTION: DO NOT WEAR HELMET WHILE SEATED" shall be provided in the apparatus cab interior. This label shall be located so that it is visible from all seating positions.

## MANUFACTURER LOGO

The apparatus shall include a BME logo plaque which shall be affixed at the rear of the apparatus.

The BME plaque shall feature white reflective material on the outside of the Maltese cross and red reflective material in the middle.

## FRONT TOW PLATE

A horizontal full frame width, ¾-inch thick steel plate, center pull, front tow eye shall be furnished and installed through or below the front bumper. The tow eye plate shall be triangle shaped extended 6 inches beyond the front bumper with a 3-inch X 4-inch rectangle tow eye.

The tow eye shall be braced and gusseted to prevent frame rail or bumper damage and bolted to the front frame rail web.

The tow plate shall to be sprayed with black durabak.

## FRONT RECEIVER

There shall be one 2" receiver hitch on the front of the apparatus. The receiver shall be mounted off set as to prevent towing use.

## REAR RECEIVER

There shall be one 2" receiver hitch on the rear of the apparatus. The receiver shall be mounted off set as to prevent towing use.

## REAR BUSTLE

A single, frame mounted, 3-inch X 4-inch diameter, rear towing eye shall be provided. It shall be manufactured from ¾-inch thick steel plate and bolted between the rear frame rail webs with SAE Grade 8 frame bolts and lock nuts.

The tow eye shall be braced and gusseted to prevent damage to the frame rails, bumper or apparatus body while being towed from various angles. Access to the tow eye shall be below the bumper and designed not to interfere with the required angle of departure. The bustle shall be painted job color.

## FRONT FRAME EXTENSION

The front frame rails shall be extended 16" ahead of the cab grill or fender area.

**BUMPER PLATFORM**

The front bumper extended frame rails shall feature an overlay constructed of .125 inch, 5052 grade, aluminum embossed diamond plate which shall offer space for mounting components necessary to the apparatus. The bumper extension shall measure approximately sixteen (16) inches from the cab to the front face of the extension and shall be approximately eight (8) inches in height.

**BUMPER**

There shall be an International 15 degree bumper installed on the apparatus.

**FRONT BUMPER COLOR**

The front bumper shall be painted job color.

**BUMPER SIDE WINGS**

The bumper shall have steel side wings.

**FRONT BUMPER WINGS COLOR**

The front bumper wings shall be painted job color.

**REPLACEMENT FRONT BUMPER**

The front bumper on the Freightliner shall be replaced with an International front bumper.

**DRIVERS SIDE -- FRONT BUMPER COMPARTMENT**

One (1) recessed hose storage compartment shall be installed in the drivers side of the bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

**BUMPER COMPARTMENT NYLON HOLD DOWN STRAP**

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

The straps shall be black in color.

**BUMPER COMPARTMENT GRATING**

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

**CENTER -- FRONT BUMPER COMPARTMENT**

One (1) recessed hose storage compartment shall be installed in the center front bumper. The compartment shall be constructed of smooth aluminum. The floor of the compartment shall have drain holes provided.

**BUMPER COMPARTMENT DOOR**

An aluminum tread plate door shall be installed on the specified front bumper compartment. The non-skid surface door shall have a stainless steel hinge at the rear, latch, and hold open device installed.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

**BUMPER COMPARTMENT GRATING**

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

**PASSENGER SIDE -- FRONT BUMPER COMPARTMENT**

One (1) recessed hose storage compartment shall be installed in the passenger side of the bumper. The compartment shall be constructed from smooth aluminum. The floor of the compartment shall have drain holes provided.

**BUMPER COMPARTMENT NYLON HOLD DOWN STRAP**

One (1) nylon strap with a buckle shall be installed on the specified front bumper compartment. The nylon strap shall act as a hold down mechanism for the hose in the compartment.

The straps shall be black in color.

**BUMPER COMPARTMENT GRATING**

The specified bumper compartment shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

**BUMPER DISCHARGE SWIVEL STOPPER**

There shall be a swivel elbow stopper installed just behind the front discharge(s).

**FRONT BUMPER BEZEL**

The center of the front bumper shall feature a bezel, the bezel shall trim out around the front tow plate and front Whelen Micro Pioneer lights and have an BME logo. The BME logo shall have reflective material behind it.

**REFLECTIVE BACKGROUND**

Part shall feature a Red reflective background.

**AIR HORN**

One (1) Buell brand, Model #1063 15" air horn shall be provided and mounted on the frame rail of the passenger's side frame, behind the bumper.

**AIR HORN FOOT SWITCH**

One (1) foot switch shall be provided and installed. The foot switch shall be located on the driver's side of the floor and shall activate the air horn system.

**AIR HORN PUSH BUTTON SWITCH**

One (1) push button switch shall be provided on the pump panel. The switch shall activate the air horn system.

**EXHAUST SYSTEM MODIFICATION**

The chassis exhaust system shall be modified to exit on the passenger side of the apparatus ahead of the rear wheel.

**EXHAUST HEAT WRAP**

The exhaust pipe shall be wrapped with heat wrap from the diesel particulate filter to just shy of the end of the tailpipe.

## BUMPER BOX PROTECTIVE FLAP

The protective flap shall be a cut down mud flap installed on the rear edge of the front bumper to eliminate debris from being deposited on the top of the front bumper and in the hose boxes.

## REAR MUD FLAPS

The chassis shall be supplied with mud flaps with BME's logo. The mud flaps shall be installed behind the rear wheels.

## DRIVER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the drivers side of the cab. The compartments clear door opening shall measure approximately 32" wide x 12.5" high x 19.25" deep with a hinged aluminum door and a D-ring style latch.

The doors shall be painted job color.

## BRASS BOX SLIDE TRAY

The left under cab compartment shall have these additional items installed, a 10-gauge reinforced plain anodized aluminum sliding drawer-type tray with a 4-inch vertical flange on all sides to be utilized for the storage of nozzles and adapters.

The tray shall utilize the maximum available space within this compartment and have extra heavy duty 500 pound lock-in/lock-out roller glides with stops to prevent it from sliding all the way out and to hold it securely in place when the compartment door is opened or closed.

The brass box tray shall feature adjustable 16 section slotted 4-inch high "egg-crate" divider designed for vertical storage of various nozzles and adapters.

## COMPARTMENT LIGHTING

One (1) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s).

## COMPARTMENT LIGHT SWITCHES

Each interior compartment light shall be automatically controlled by a door activated "On-Off" switch.

## PASSENGER'S SIDE UNDER CAB COMPARTMENT

The apparatus shall be equipped with an enclosed stainless steel compartment located under the crew door on the passenger side of the cab. The compartments clear door opening shall measure approximately 35" wide x 12.5" high x 15.25" deep with double hinged aluminum doors.
The doors shall be painted job color.

## SLIDE TRAY

A 250# capacity slide tray shall be installed in the specified under cab compartment. The chassis batteries shall be located on this tray in the undercab compartment.

## COMPARTMENT LIGHTING

One (1) Code 3 800 Series Corner LED lights shall be installed in the specified compartment(s).

## COMPARTMENT LIGHT SWITCHES

Each interior compartment light shall be automatically controlled by a door activated "On-Off" switch.

## CAB STEPS

Aggressive, extruded aluminum surfaces shall be installed on each of the cab steps areas.

## CAB DOOR REFLECTIVE PANELS

The cab doors shall include reflective trim installed inside each door.

Specified part shall include Red and White DOT approved reflective striping.

## AIR HOSE OUTLET

There shall be one (1) female quick connect air outlet provided and installed. The quick connect fitting shall provide connection to a utility air hose and shall be located on the drivers side pump operator's panel. There shall be a shut off located at the tank.

## AIR TANK RELOCATION

The air tanks shall be relocated to the rear of the truck between the frame rails.

## BATTERY RELOCATION

The chassis batteries are to be relocated to the passenger side of the chassis, below the rear cab door in a custom made under cab box.

## UNDERHOOD LIGHTS

There shall be two (2) Tecniq LED light(s) installed under the hood of the chassis. Lights shall have local switching on the driver side under the hood.

## AIR FILTER EMBER PROTECTION SCREEN AND WARNING LABEL

The chassis air intake shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance.

## EMBER SEPARATOR -- FRESH AIR INTAKE TO CAB

The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.

## EMBER SEPARATOR

The final stage manufacturer shall install a stainless steel ember separator within the auxiliary fire pump engine air intake system.

## FUEL TANK SKID PLATE

A heavy duty removable skid plate shall be fastened to the bottom side of the fuel tank. The skid plate shall have the front and rear sides turned up to prevent digging into the ground when the apparatus is in off road conditions.

## AIR, FUEL, ELECTRICAL LINE PROTECTION

All air lines, fuel lines and electrical harnesses below the chassis frame rails shall be protected with fire resistive sleeves.

## FUEL TANK VENTING

The O.E.M fuel tank vent line shall be extended from the fuel tank and vented to the atmosphere. The vent line shall extend vertically from the tank to the bottom of the cab rear window and then bend 180 degrees towards the ground.

## TIRE PRESSURE INDICATOR SYSTEM

There shall be a tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

## FIRE PUMP SPECIFICATIONS

A Darley model JMP 500 GPM two stage fire pump shall be installed. Power to drive the pump shall be provided by the same engine used to propel the apparatus. The pump shall be equipped with a series-parallel changeover valve control on the pump panel.

Pump casing shall be a fine grain cast iron, with a minimum tensile strength of 30,000 PSI. Pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates, and to help reject engine heat from engine coolant, providing longer life for the engine. Seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair.

Bearings provided shall be heavy duty, deep groove, radial-type ball bearings. Sleeve bearings on any portion of the pump or transmission shall be prohibited due to wear, deflection, and alignment concerns. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance. Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

The pump transmission case shall be heavy-duty cast iron with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturers engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel, ground, and carburized. Chain drive and/or design requiring extra lubricating pump is not acceptable.

Pump drive shaft shall be precision ground, heat-treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump transmission shall require no further lubrication beyond that provided by the intrinsic action of the gears, to reduce the likelihood of failure due to loss of auxiliary lubrication.

## MECHANICAL SEAL

The mechanical seal shall use silicon carbide mechanical seals with welded springs. The stationary face of our mechanical seals shall be made from silicon carbide, an extremely hard and heat dissipative material, which resists wear and dry running damage.

## PUMP SHIFT NO PUMP AND ROLL

The pump transmission shall be engaged by a guarded toggle switch which will lock in both the road and the pump mode to ensure that accidental pump engagement or disengagement is avoided.

The main fire pump shift controls shall be mounted in the cab and identified as "PUMP SHIFT" and shall include a permanently inscribed pump shift instruction I.D. plate. The pump shift controls shall include indicating lights located on the in-cab and left pump panels that advise the operator that the pump shift has been completed and it is O.K. to pump.

The main pump shall be used for stationary pumping only. The main pump shall include a lock-out system that is interfaced with the apparatus electrical and parking brake systems and is designed to keep the main pump from being used in pump and roll operations.

## FIRE PUMP ANODE SYSTEM

The fire pump plumbing system shall be provided with anode system to reduce corrosion within the piping. The anode shall be bolt-in or screw-in type and easily replaceable.

## ELECTRIC PRIMER SPECIFICATIONS

A 12 volt electrically driven positive displacement fire pump primer system shall be installed. The priming pump shall be constructed of heat treated aluminum and hard coat anodized and shall not use oil in the operation. The system shall perform in compliance to applicable NFPA standards.

## FIRE PUMP TEST

The fire pump shall undergo factory fire pump tests for a minimum of 30 minutes of continuous pump at rated capacity at rated net pump pressure prior to delivery of the completed apparatus. the complete pump test shall include a pressure control test, a priming system test, a vacuum test and a water tank to pump flow test. The factory pump testing results shall be furnished on delivery.

## FIRE PUMP PTO AND DRIVELINES

A "Hot Shift" power-take-off shall be installed on the transmission PTO opening with the controls located in the chassis cab, with an AMBER warning light to note engagement. The drive shaft and universals shall be sized for intended usage and pump rating.

## INTAKE DUMP VALVE

An Elkhart model #40/40 intake dump valve shall be provided and mounted on the suction side of the pump. The valve shall be preset from the factory at 125 psi. The discharge piping of the dump valve shall be a minimum of 2-1/2" diameter and shall terminate with a 2-1/2" male NST adapter. The excess water shall be

discharged to the ground. A label shall be provided indicating: "DUMP VALVE DISCHARGE, DO NOT CAP".

## BYPASS FIRE PUMP COOLER

The fire pump shall be equipped with 3/8" cooling line from the pump to the water tank. This re-circulation line shall be controlled by a pump panel control valve with nameplate label noting it as the "fire pump bypass cooler".

## OVERHEAT PROTECTION MANAGER

The fire pump shall be equipped with an overheat protection device which monitors the temperature of the water inside the pump and relieves water when the temperature inside the pump exceeds 140 degrees Fahrenheit. The Waterous Model #OPM shall also have an warning light on the pump panel to provide additional protection in the event the temperature inside the pump continues to rise with the overheat protection valve open. The warning light and test button shall be mounted to a heavy polished casting that is mounted to the pump operator's panel.

## MASTER PUMP DRAIN

One (1) Trident, multiple-port drain valve, fabricated from bronze, shall be provided and controlled at the pump operator's control panel. The valve shall be opened by turning a rotary hand wheel. The valve shall be plumbed to drain both the discharge and intake sides of the pump, the relief valve and other plumbing components as required.

The valve shall be placed as low as possible to provide proper drainage of the components plumbed to it. The valve shall be rated to 600 PSI minimum and suitable for daily valve actuation.

## MAIN PUMP PLUMBING

The PTO main pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose

shall be utilized due to the difference in flex or movement between the discharge location and the pump connection. Drain lines shall be provided at the lowest points in the plumbing system to allow for complete drainage. Bleeders shall be provided for all gauges to relieve pressure after use.

**PORTABLE PUMP**

A Darley 1-1/2AGE 24K portable pump shall be provided on the apparatus. The unit shall have a liquid cooled, 24 HP, Kubota D902 diesel engine equipped with an electric start.

Pump Performance

20 gpm @ 310 psi
140 gpm @ 145 psi
180 gpm @ 80 psi

Diesel Engine
Kubota, D902 Diesel, water-cooled, 24 hp.

Fuel Supply
The engine shall be piped to the chassis fuel system with provisions to prevent fuel drain back to the tank when the engine is shutdown.

Fuel Prime
A fuel re-prime pump shall be provided to assist in fuel delivery to the diesel engine from the chassis tank.

Lubrication
Pressure feed with spin-on filter.

Starter
12-volt electric wired into the chassis battery system

Exhaust
A spark arrestor shall be provided on the engine exhaust system.

Air Intake
An air cleaner shall be provided with easy access to remove the element.
An ember screen shall be provided on the inlet to the air cleaner.

The aux pump shall be capable of flowing water though the following discharges only.

Front bumper discharges
Front bumper monitor (if applicable)
Booster hose reel

Cross lay pre connect discharges
Rear 1-1/2" discharge

## DUAL DARLEY DELUXE PANELS

The auxiliary pump shall be controlled by a dual Darley, Deluxe panel set up. One panel shall be located on the pump panel and one panel shall be located in the cab console.

## AUXILIARY PUMP PLUMBING

The auxiliary fire pump plumbing system shall utilize stainless steel piping incorporating hosing to allow for flex. The piping shall utilize TIG welding to provide a complete seal. Hard angles shall be avoided when possible to improve water flow characteristics. The piping shall utilize Victaulic couplers whenever possible to allow flex as the body module flexes.

Threaded sections of piping shall be avoided to reduce the leak potential of the system. Victaulic couplers shall be used in place of threading to reduce leak potential. Schedule 10 stainless steel piping shall be used for transport type piping. Schedule 40 stainless steel shall be used for areas requiring threading to provide a stable threading base. Brackets shall be installed to support threading locations thereby reducing the potential for leaks.

All hoses shall be connected directly to the tank due to the different flex ratios of the tank to body. Any front discharges, any rear discharges, and all cross lays shall use hose to reach the actual discharge. The use of hose shall be utilized due to the difference in flex or movement between the discharge location and the pump connection.

## AUXILIARY PUMP EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and exhaust pipe. The exhaust pipe shall be directed out of the compartment and away from the pump operator. An additional guard shall be installed where the pipe is exposed to touch by an operator.

## PRIMER ASSEMBLY

The auxiliary pump shall use the main pump primer to prime the pump. Primer control shall be located on the aux pump control panel and shall utilize one primer for both pumps.

## LOW PRESSURE PUMP SHUT-DOWN

If the fire pump runs out of water and the pressure decreases below 20 PSI, an automatic pressure switch shall detect the condition, and turn off the fire pump operation.

## LOW OIL PRESSURE / HIGH TEMPERATURE PUMP SHUT-DOWN

If the fire pump has low oil pressure or high engine temperature, automatic pressure switches shall detect the condition, and the device shall turn off the fire pump operation. There shall be an override switch provided and installed on the operators pump panel to allow the system to be disabled when required.

## AUXILIARY FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly. There shall be an electric fuel pump with regulator and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

## AUXILIARY FIRE PUMP ELECTRIC START WIRING TO CHASSIS

Properly sized 12 volt positive and negative cables shall be provided from the chassis battery to the auxiliary fire pump.

## AUXILIARY AND MAIN PUMP PLUMBING

The auxiliary fire pump shall be plumbed to the main pump discharge.

## AUXILIARY PUMP OIL DRAIN EXTENSION

There shall be an oil drain extension installed on the auxiliary pump. This will allow for the engine oil to be drained without removing the auxiliary engine.

## 4" UNGATED INTAKE -- LEFT SIDE

One (1) 4" un-gated suction intake shall be installed on the left side pump panel to supply the fire pump from an external water supply. The threads shall be 4" NH male and equipped with a removable screen.

One (1) chrome brass 4" NH rocker lug cap with a securing chain or cable shall be installed on the intake.

## 2-1/2" GATED INTAKE -- LEFT SIDE

One (1) 2-1/2" gated suction intake shall be recessed mounted on the left side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

**2-1/2" GATED INTAKE -- RIGHT SIDE**

One (1) 2-1/2" gated suction intake shall be recess mounted on the right side pump panel to supply the fire pump from an external water supply. The valve shall be a quarter-turn ball valve with the appropriate handle and shall have 2-1/2" NH female thread.

The intake shall be equipped with a South Park Corp. 3/4" Push-pull type drain valve mounted to the bottom of the valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

**WATER TANK SUPPLY LINE TO FIRE PUMP**

A 3" water tank to pump line shall be installed, with a 3" full flow quarter turn ball valve and 3" piping. The line shall be equipped with a hump hose with stainless steel hose clamps and a 3" check valve to prevent pressurization of the water tank.

One (1) Akron 8830 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

The 3" valve shall be equipped with an air operated cylinder and control actuator installed on pump panel.

**PUMP TO TANK**

There shall be a pump to tank line provided from the discharge side of the pumps and plumbed to the top of the tank. The plumbing shall be 2-inch with a 2-inch Akron 8800 series ¼-turn full flow ball valve, and shall be controlled at the left pump panel by a push/pull T-handle and linkage. The pump to tank shall be plumbed to flow water from both the main and auxiliary pumps

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

The valve shall be equipped with a Thuemling manually operated pull rod, with quarter-turn locking feature.

## 2-1/2" DISCHARGE LEFT SIDE – FORWARD PUMP PANEL

One (1) 2-1/2" discharge shall be installed on the left side forward pump panel area controlled by a quarter turn ball valve with the appropriate handle. The discharge shall have 2-1/2" NH male hose threads, bleeder valve, and chrome brass cap, with a label adjacent the control handle.

A Class 1 quarter-turn 3/4" drain and bleeder valve shall be installed on the discharge valve.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

## LINE PRESSURE GAUGE

There shall be one (1) 2.5" diameter -30-0-600 PSI pressure gauge internally lit.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

Gauge bezel shall be Chrome in color.

## 2.5" DISCHARGE -- REAR LEFT

One (1) 2.5" discharge shall be installed on the rear left panel with controlled by a quarter turn ball valve. The discharge shall have 2.5" NH male hose threads and nameplate label adjacent the control handle.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome brass 2.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

## 2" DISCHARGE -- REAR RIGHT

One (1) 2" discharge shall be installed on the rear right panel, controlled by a quarter turn ball valve on pump panel. The discharge shall have 2" NPT x 1-1/2" NH male hose threads and nameplate label adjacent the valve control handle.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass reducing adapter with a 2" female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome plated brass 30 degree elbow with 1.5" swivel female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

## 1-1/2" CROSSLAY DISCHARGES

Two (2) 1-1/2" hose cross lays shall be installed over pump enclosure. One (1) each side. They shall be arranged in a single stack design with a divider in the center of the storage area. Each storage area shall extend from the

side of the pump house to the center of the pump house. The dimensions shall be approximately 4-1/2" wide x 36" deep x 32" tall.

Two (2) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

The crosslay hosebed shall be equipped with an aluminum diamond plate hinged cover and vinyl end flap enclosures on each side, installed in compliance with applicable NFPA #1900 standards. The cover shall be equipped with rubber bumpers and lift up handle on each end of the cover.

The specified crosslay flaps shall be red.

**CROSSLAY EDGES**

The crosslay side sheets shall be rolled on each side to act as a guide for the hose to come out of the tray.

Two (2) chrome plated brass reducing adapter with a 2" female NH x 1.5" male NH thread with rocker lugs shall be provided on the discharge.

Two (2) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

**1-1/2" BUMPER AREA DISCHARGE (LEFT SIDE)**

One (1) 2" discharge shall be provided at the driver's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

## 1-1/2" BUMPER AREA DISCHARGE (RIGHT SIDE)

One (1) 2" discharge, shall be provided at the passenger's side of the front bumper extension. The discharge shall be plumbed with 2" flexible high pressure hose with reusable fittings or welded stainless steel pipe. The front bumper discharge shall be equipped with a 2" quarter turn ball valve. The discharge shall have a 90 degree full swivel elbow, terminating in 1-1/2" NST male threads, to allow the hose to be pulled in any direction without kinking.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome plated brass 1.5" NH rocker lug cap with a securing chain or cable shall be installed on the discharge.

## 2" ISOLATION VALVE

One (1) 2" inline valve, labeled, shall be provided to isolate the front bumper extension discharge piping in the case of a hose or piping failure. This valve shall normally be left in the open position. Control for this valve shall be through the use of a R1 handle, painted red, located at the valve.

One (1) Akron 8820 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control, Akron Model R1 valve handle.

## HOSE REEL

There shall be one (1) Hannay aluminum hose reel(s) Model #SBSEPF17-28-29-RT shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions. The reel shall be plumbed with wire reinforced, high-pressure hose coupled with brass fittings. The reel shall be designed to hold 125% of the specified hose capacity.

The reel shall be provided with a 12 volt electric motor of appropriate size for rewinding. The hose reel shall have provisions for being rewound manually. The pinion shaft for the manual rewind gear shall be equipped with an adjustable tension brake, controlled at the hose reel.

One (1) Akron 8810 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

## HOSE REEL MOUNTING

The hose reel shall be mounted over the pump enclosure.

Two (2) Cole Hersee #M-608 push button hose reel rewind controls shall be installed supplied and installed to rewind the hose reel. One (1) button shall be installed on the left pump panel and one (1) button shall be installed on the right panel.

## HOSE REEL ROLLERS

The hose reel shall include one horizontal and two vertical chrome fairlead rollers. Two (2) additional sets of fair lead rollers shall be located on the auxiliary pump cover for guiding the hose across the top of the apparatus.

## FOAM SYSTEM

A FoamPro electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system's flowmeter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump. A "foam capable" paddlewheel-type flowmeter shall be installed in the discharge side of the piping system.

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select the proportioning rates from 0.1% to 1.0%
- See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.7 GPM (6.4L/min) at 200 PSI (13.8 BAR) with a maximum operating pressure up to 400 PSI

(27.6 BAR). The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It receives signals from the control module and power the 1/3 horsepower (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI (.35 BAR) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- Operator control module
- Paddlewheel flowmeter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve
- Flowmeter and tee with 2" male NPT threads.

The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

The FoamPro 1600 Series foam system shall be provided with a control cable from the controller to the foam pump assembly.

The FoamPro 1600 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flowmeter shall be provided. The flowmeter shall be installed in the "foam capable" discharge line. The flowmeter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlets connections.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 1600 Series foam system and shall meet applicable sections of the NFPA standards.

A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be a diagram of the FoamPro 1600 series foam system layout and shall meet applicable sections of the NFPA standards.

## FOAM SYSTEM OUTLETS

The following discharges shall have foam distributed to them.

Front bumper discharges
Front bumper monitor (if applicable)
Pump house crosslay pre connects
Booster hose reel
Rear 1-1/2" discharge

## FOAM SYSTEM CAB CONTROL

A FoamPro on-off control switch shall be installed in the cab console.

## FOAM UPLOAD SYSTEM

There shall be a Hale EZ Foam upfill system supplied and installed on the apparatus.

## PUMP MODULE ENCLOSURE

The PTO fire pump enclosure shall be a separate unit from the body unit and shall be attached and supported at the chassis frame rails. This module shall allow for independent flexing of the pump enclosure from the body, chassis, and tank, and shall permit quick removal. The module shall have Polypro mounting pads and shall be attached to the frame rails. The pump module shall also house the auxiliary pump and hose reel mounted up above the plumbing. The bolt-on pump enclosure support structure shall be constructed of steel tubing.

The pump enclosure shall be approximately 27" front to rear, 72" right to left, and 60" high.

The top portion above the pump panel (operators side), and above the pump house compartment (right hand side) shall have an stainless steel overlay. The overlay shall contour around the front and rear of the pump module approx 3" and extend down the outer edges of the module on both sides left and right to the bottom of the module. On the front of the pump house module there shall be an ALDP overlay that extends from left to right along the top approx 8" tall.

There shall be polished stainless steel bezels around panel mounted discharge and intake valves, they will be removable for ease of service.

## AUXILIARY PUMP COVER

A louvered hinged cover with suitable latches shall be provided over the pump and power unit assembly. The area around the assembly shall remain open for maintenance and air circulation and the radiator shall be located behind ventilated side sheet.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## PUMP ENCLOSURE RUNNING BOARD

Both the drivers and passenger side shall be equipped with a side running board a minimum of 12" deep. The running board shall extend along the width of the pump enclosure from the forward end of the body module to behind the chassis cab. The exterior edge of the running board shall be constructed of a non-slip aggressive surface, supported by the pump enclosure framework, and bolted in place with stainless steel fasteners.

## PUMP ACCESS SERVICE DOOR -- UPPER LEFT SIDE

The upper left side of the side mount pump enclosure shall be provided with a pump service access door. The hinged door shall be constructed of stainless steel powder coated satin black, with push button type lever latches for service access.

## PUMP PANELS

The pump panels shall be constructed of stainless steel, bolted to the pump enclosure with stainless steel fasteners. The operators side pump panel shall be powdercoated satin black, while the right side panel shall be brushed stainless steel.

## MASTER PUMP DISCHARGE AND INTAKE GAUGES

## MASTER INTAKE PRESSURE GAUGE

One (1) master intake pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 30-0-150 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 3% or 1" hg on the vacuum side and 5% or 15 PSI on the pressure side of the gauge.

The specified gauge shall feature a drain located at the gauge inlet to help prevent freezing. The drain shall be a twist open and close type.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

Gauge bezel shall be Chrome in color.

**MASTER DISCHARGE PRESSURE GAUGE**

One (1) master discharge pressure gauge shall be provided on the operator's panel. The gauge shall be a Span brand, or equivalent, 0-600 PSI graduated, with a minimum diameter of 4-1/2", backlit for nighttime operations and silicone liquid filled to prevent condensation inside the gauge and to dampen the movement.

The gauge housing shall be constructed of Zytel nylon with a 1/4" NPT brass male fitting centrally located on the rear of the housing. The gauge shall be filled with low-temperature liquid with an operating range of -40 to +150 degrees Fahrenheit, which prevents bouncing of the readout needle and provides for an accuracy rating of 5% or 15 PSI on the pressure side of the gauge.

Gauge(s) shall include internal, back-lit 12 volt lighting. Replaceable, White, LED bulb in a water-resistant holder.

Gauge(s) shall be supplied with a white dial face with black lettering and black gauge marks.

Gauge bezel shall be Chrome in color.

**TEST TAPS**

Test taps for pump intake and pump pressure with name plate labels shall be provided on the pump instrument panel.

**PRESSURE GOVERNOR and ENGINE MONITORING DISPLAY**

Fire Research PumpBoss series PBA401-D00 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8". The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored engine

information and outputs for engine control shall be on the J1939 databus. Inputs from the pump discharge and intake pressure sensors shall be electrical.

The following continuous displays shall be provided:

Engine RPM; shown with four daylight bright LED digits more than 1/2" high
Check engine and stop engine warning LEDs
Engine oil pressure; shown on a dual color (green/red) LED bar graph display
Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
Transmission Temperature: shown on a dual color (green/red) LED bar graph display
Battery voltage; shown on a dual color (green/red) LED bar graph display
Pressure and RPM operating mode LEDs
Pressure / RPM setting; shown on a dot matrix message display
Throttle ready LED.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.
The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

High Battery Voltage
Low Battery Voltage (Engine Off)
Low Battery Voltage (Engine Running)
High Transmission Temperature
Low Engine Oil Pressure
High Engine Coolant Temperature
Out of Water (visual alarm only)
No Engine Response (visual alarm only).

The program features shall be accessed via push buttons located on the front of the control module. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure governor and display shall be programmed to interface with a Cummins engine.

## WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the pump panel. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

## WATER TANK GAUGE

One (1) Fire Research TankVision model WLA300-A00-S20 tank gauge shall be installed on the cab console. The water tank indicator kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. The gauge shall be powered when the parking brake is released and the aux pump is engaged.

## WATER TANK VOLUME REMOTE INDICATOR

Two (2) Fire Research TankVision model WLA280-A00 tank remote indicator shall be installed. The indicator shall show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color LEDs. The indicator case shall be waterproof, manufactured of Polycarbonate material with an integrated lens. The package includes a rubber gasket.

The remote indicator shall receive input information over a datalink from a Fire Research TankVision primary indicator model WLA200-A00, WLA300-A00 or WLA400-A00. The remote indicator shall indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times. It shall have the program capability to adjust the brightness level for day time and nighttime viewing.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

## CLASS A FOAM TANK GAUGE

One (1) Fire Research brand, Model WLA360-A00 tank level gauge shall be provided on the pump operator's panel to monitor the foam concentrate storage tank level. The gauge shall indicate the foam concentrate storage tank liquid level on an LED bar graph display.

The specified level gauge shall be active anytime the chassis battery switch is turned on.

## NOMENCLATURE PLATES

The apparatus shall be equipped with color coded labels. The labels shall be furnished for discharges, intakes, and for other controls and indicators. All labels shall be in English format.

**MIDSHIP PUMP PANEL LIGHTS -- DRIVERS SIDE**

There shall be three Tecniq brand LED lights installed under a stainless steel light shield mounted above the pump panel. The two outer lights shall be operated by a panel mounted switch, while the middle light will only be activated upon pump engagement.

One (1) of the pump panel lights shall illuminate at the time the fire pump is engaged.

**MIDSHIP PUMP PANEL LIGHTS -- PASSENGER SIDE**

There shall be one Tecniq brand LED light installed under a stainless steel light shield mounted above the pump panel. The light shall activate upon pump engagement.

**PUMP ENCLOSURE WORK LIGHTS**

Two (2) LED work lights shall be installed in the pump enclosure. The work lights shall have clear lenses and shall have a control switch.

**DESIGN AND SCOPE OF WILDLAND BODY**

The body shall be designed and constructed of commonly available structural components for ease of repair and maintenance. The body shall be of a modular design with the body structure independent of the chassis frame rails. The body module shall be mounted to the chassis frame rails utilizing a unique double spring mounting system for flexibility and durability over the lifetime of the apparatus. The fabrication of the body shall be of welded construction to withstand the rigors of fire service use.

The body shall be designed to incorporate and support the tank, hose bed, compartments, and all other equipment intended to be stored in or mounted to the body module. The body skeleton and compartment framework shall be designed of tubular members for increased strength and stress resistance. There shall be no sheet metal or extrusions utilized in the foundation or structural components of the body module due to their critical role in assuring lifetime durability, functionality and usability.

**BODY FRAMEWORK**

The entire body framework shall be fabricated from steel tubing. The body framework shall be a completely welded unit, forming a connected, stable frame for strength, longevity and providing the skeleton of the body module. The internal upright members of the framework shall act as support for the top layer of the body module. The external upright members shall act as an exoskeleton providing form and support for compartments

while acting as the external surfaces of the module. The framework shall define the compartment openings and provide a rigid mounting location for all compartments and doors.

The foundation cross-members shall be placed perpendicular to the chassis frame rails in the wheel well area extending the full width of the body and shall be constructed of 3 inch high x 2 inch wide x .25 inch tubing. The foundation members parallel to the chassis frame rails shall be constructed of 3 inch square x .25 inch tubing and shall connect the foundation cross members and extend the full length of the body.

All tank support cross members shall be placed to support the water tank as per the tank manufacture's recommendation. These supports shall be constructed of 3 inch high x 2 inch wide x .25inch steel tubing. The tank support angles shall be constructed of 4 inch x 4 inch x .25 inch thick angles and shall be placed at the tank sides parallel to the chassis frame rails to provide lateral support for the tank and protection from debris from the wheels.

The internal upright supports for top layer components shall be placed to provide support for all components located on the top layer of the body module and shall be constructed of steel tubing measuring 2 inch square x .25 inch wall thickness. All front to rear connecting members shall be 3 inches high x 2 inches wide x .125 inch wall thickness and shall be placed in between the interior upright support members to provide rigidity, stability and support to all top layer components. All gussets shall be constructed of 2 inches high x 3 inches wide x .25 inch thick plate which shall be placed on the top and bottom of the foundation cross members where they intersect with the exterior members.

## BODY MOUNTING SYSTEM

The mounting assembly shall be designed to isolate and protect the body module from vibration and twisting stresses imparted by the flexing of the chassis frame rails. The body module shall employ spring loaded body mounting assemblies. Each two piece mounting assembly shall be designed to positively position the body on the frame rails while allowing lateral and forward or aft movement. Mounting assemblies shall be placed forward and rearward of the rear axle as necessary to provide a strong and stable mounting of the body module

Each mounting assembly shall consist of a "male" upper mounting bracket and a "female" lower mounting bracket. The upper mounting brackets shall be fabricated from .25 inch thickness steel plate, with .250 inch painted steel lower mounting brackets. The upper mounting brackets shall be welded directly to the foundation connecting members. The lower mounting brackets shall be bolted to the exterior side facing surface of the chassis frame rails.

The mounting brackets shall be aligned and connected by two (2) 5/8 inch diameter grade 8 bolts equipped with compression springs. The springs shall be of the appropriate tension rating for the weight requirements of the body module. The mounting assembly shall be designed to completely eliminate sheering forces on the mounting bolts.

The foundation connecting members shall be placed on top of the chassis frame rails for added strength and

stability. The foundation members shall be isolated from the steel chassis frame rails by .25 inch thickness steel plates which have .5 inch thick 80 durometer rubber pads vulcanized to the bottom surface of each plate. The steel plates shall be welded to the bottom of the foundation, doubling as additional gussets at foundation cross member joints.

## COMPARTMENT FLOOR, SWEEP OUT STYLE

Each compartment shall feature a raised floor sufficient enough to allow debris to be removed easily from the compartment.

## BODY MATERIAL

All materials utilized shall be of the correct type, alloy, and thickness to withstand the intended usage and provide protection against cracking, corrosion or metal fatigue. The body compartments shall be fabricated using 14 gauge steel for most compartments unless otherwise stated. Any use of proprietary parts or materials in the construction of the body shall be unacceptable, due to potential delays or difficulties in an unlikely event of future repairs or when service becomes necessary.

All external upright supports for integral compartments shall incorporate a second set of upright supports constructed of 3 inch wide x 2 inch deep x .250 inch wall thickness and shall be located outboard of the internal upright supports to provide a rigid structure for the compartments to be mounted to. The compartment openings shall be constructed of 3 inch high x 2 inch wide x .125 inch wall thickness cross members and shall be placed in between the external upright supports to define the openings of all enclosed body compartments again, providing a rigid mounting location for compartments.

## COMPARTMENTATION

All compartments shall be constructed of 14 gauge E.G. steel welded for strength and shall be sealed from the elements. The compartments shall be attached to the steel superstructure only, in order to maintain a truly modular design. Each compartment shall feature a smooth edges and surfaces from the walls to each weld without burs or sharp edges in the material.

## DRIVER'S SIDE BODY COMPARTMENTS

## COMPARTMENT D1

One compartment shall be provided on the driver's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel. The compartments approximate "clear door opening" is 51" wide by 39" high with a variable depth of 13.5"/22".

## COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

## COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

## COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

## ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) vertical channels on the back wall of the compartment.

## ADJUSTABLE SHELF

There shall be (1) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

## COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

## COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

## COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

## COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## COMPARTMENT D2

One full height compartment shall be provided on the driver's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from the top of the body to the rub rail in height. The compartments approximate "clear door opening" is 34" wide by 58" high with a variable depth of 13.5"/22".

## COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

## COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

## COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

## ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) vertical channels on the back wall of the compartment.

## ADJUSTABLE SHELF

There shall be (1) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

## COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

## COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

## COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

## COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## PASSENGER SIDE BODY COMPARTMENTS

## COMPARTMENT P1

One compartment shall be provided on the passenger's side of the apparatus body above the rear wheels. This compartment shall span from just behind the pump panel to the back of the rear wheel well quarter panel in width and from the top of the body side to the wheel well in height. The compartments approximate "clear door opening" is 51" wide by 39" high with a depth of 12".

## COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

## COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

## COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

## ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) vertical channels on the back wall of the compartment.

## ADJUSTABLE SHELF

There shall be (1) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

## COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

## COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

## COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

## COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## COMPARTMENT P2

One compartment shall be provided on the passenger's side of the apparatus body aft of the rear wheels. This compartment shall span from behind the rear wheel well quarter panel to the rear of the body in width and from

below the walkway to the rub rail in height. The compartments approximate "clear door opening" is 34" wide by 58" high with a variable depth of 12"/22".

## COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

## COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

## COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

## ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) vertical channels on the back wall of the compartment.

## ADJUSTABLE SHELF

There shall be (1) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

## COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

## COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

## COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

## COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical and one (1) horizontal Code 3 800 series lights installed.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## BACK BODY COMPARTMENTS

## COMPARTMENT B1

One compartment shall be provided at the back of the apparatus body, below the hose bed and above the tailboard. This compartment shall span just center of the tank. The compartments approximate "clear door opening" is 27" wide by 34" high with a depth of 25".

## COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

## COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

## COMPARTMENT SILL PLATE

The compartment shall feature a polished stainless steel sill plate protecting the painted surface of the compartment when items are accessed.

## ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) horizontal channels on the back wall of the compartment.

## ADJUSTABLE SHELF

There shall be (1) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

## COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

## COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

## COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

## COMPARTMENT LIGHTING

The specified compartment shall have two (2) vertical Code 3 800 series lights installed.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## PUMP HOUSE COMPARTMENT (PH1)

There shall be a compartment located on the upper passenger side of the pump house. The compartment dimensions shall be approximately 21" wide x 23" high x 12" deep.

## COMPARTMENT VENTILATION

A minimum 2-inch single "Weber" style polished stainless steel swivel vent with four (4) ¼-inch vent holes shall be provided. These vents shall have a stainless steel center bolt to lock the vent in either the open or closed position and be located in the compartment walls. All vents will contain fire resistant filters to minimize dust entering the compartment.

## COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

## ADJUSTABLE UNISTRUT

Adjustable Uni-Strut equipment mounting tracks shall be installed inside the compartment with two (2) channels on the left wall and two (2) channels on the right wall. The tracks shall be positioned to provide support for equipment mounting. The length of the tracks shall be sized to allow for optimum use of the compartment interior.

## ADJUSTABLE SHELF

There shall be (1) adjustable shelf(elvs) installed; and the shelf(elvs) shall be constructed of .125" thick smooth aluminum plate and be mounted in the specified compartment with double bolt aluminum shelf brackets. The shelf(elvs) shall have a broken front edge, and a broken rear edge for added strength and reinforcement.

## COMPARTMENT SHELF GRATING

The specified compartment shelf shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

The specified Dri-Dek grating shall be black in color.

The compartment shelf and or shelves shall have reflective striping added to the outside lip. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

## COMPARTMENT GRATING

The compartments shall be fitted with removable interlocking vinyl Dri-Dek grating. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

## COMPARTMENT GRATING EDGE

The Dri-Dek grating shall be equipped with beveled edges where required.

The specified Dri-Dek grating shall be black in color.

## COMPARTMENT LIGHTING

The specified compartment shall have two vertical Code 3 800 series lights installed.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## PUMP HOUSE COMPARTMENT (PH2)

There shall be a compartment located on the lower passenger side of the pump house. The compartment dimensions shall be approximately 11.5" wide x 18" high x 18" deep.

## COMPARTMENT FLOOR DRAIN

The compartment shall be provided with rear corner floor drains to the underside of the body.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

**SLIDE-IN REAR LADDER COMPARTMENT - PASSENGER SIDE**

The rear passenger side of the apparatus body shall have a vertically mounted slide-in ladder storage compartment. The compartment shall be **capable** of storing one (1) *20-foot three-section Duo Safety model #912 ladder, one (1) *backboard minimum dimensions 72" L x 16" W x 2" H (Ferno "Najo Light NB5500" or similar), one (1) *8-foot long pike pole and one (1) *5-foot digging bar, one (1) *8-foot rubbish hook, *New York Roof Hook with locking pins to secure each item.

*Items are to be purchased by the end user.

**DOOR AJAR SENSOR**

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

**SLIDE-IN REAR SUCTION HOSE COMPARTMENTS**

Two (2) suction hose storage compartments will be located above the side storage compartments on both sides of the apparatus. The compartments will hold a combined total of three (3) eight (8) foot sections of four (4) inch hard suction hose and strainer.

Both compartments will be capable of holding two (2) eight (8) foot sections of hose if needed. Each compartment will have a stainless steel painted hinged door on the rear of the compartment. Each compartment door will have a locking positive latching door latch.

**DOOR AJAR SENSOR**

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

**TOP COMPARTMENT TC1**

The hose bed shall be provided with a compartment down the center of the hosebed. The top compartment shall have a one piece aluminum treadplate cover. Approximate "clear door opening" dimensions shall be 13" wide by 75" deep and 16" high.

**ALUMINUM TREADPLATE DOOR**

This compartment shall feature an embossed aluminum diamond plate lid. The lid shall be bare embossed aluminum diamond plate.

## DOOR LATCH

The specified hinged door(s) shall be equipped with a sealed, black lever latch(es). Latch(es) shall be non-locking style.

## LIGHTING

The specified compartment shall have no compartment lighting.

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## PAINTED ALUMINUM PANEL

There shall be a smooth aluminum panel bolted to the rear of the center top storage box.

## WHEEL WELL PANEL CONSTRUCTION

The outer wheel well panel shall be galvanneal steel of the same gauge as compartment construction and an integral part of the overall body design. The exterior wheel well area shall be painted to match the body.

## WHEEL WELL LINERS

Wheel well liners designed to protect the body from impact resulting from road debris thrown by the tires shall be installed. The removable liners shall be constructed from UHMW material to encompass the entire inner wheel well area. The liners shall be secured with stainless steel threaded fasteners.

## REAR WHEEL FENDERETTES

Polished stainless steel fenderettes shall be installed at each rear wheel opening. The fenderettes shall be positioned outside of the wheel well panel to cover the tire area that extends past the body. The fenderettes shall be secured with stainless steel threaded fasteners.

## DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS

A storage area for an SCBA cylinder shall be provided in the forward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door.

The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cusion the bottle glued into the tube.

**DOOR LATCH**

The specified hinged door(s) shall be equipped with (1), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

**SCBA CYLINDER STRAPS**

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

**DRIVERS SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS**

A storage area for an SCBA cylinder shall be provided in the rearward area of the driver's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door.

The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cusion the bottle glued into the tube.

**DOOR LATCH**

The specified hinged door(s) shall be equipped with (1), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

**SCBA CYLINDER STRAPS**

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

**PASSENGER SIDE BODY – SCBA CYLINDER STORAGE PROVISIONS**

A storage area for an SCBA cylinder shall be provided in the forward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door.

The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cusion the bottle glued into the tube.

**DOOR LATCH**

The specified hinged door(s) shall be equipped with (1), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

**SCBA CYLINDER STRAPS**

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

**PASSENGER SIDE BODY -- SCBA CYLINDER STORAGE PROVISIONS**

A storage area for an SCBA cylinder shall be provided in the rearward area of the passenger's side wheel well. Dimensions shall be 8" diameter x 26" deep.

The SCBA door shall be a Cast Products door.

The SCBA cylinder storage tube shall be made from plastic. There shall be rubber matting to cusion the bottle glued into the tube.

**DOOR LATCH**

The specified hinged door(s) shall be equipped with (1), textured chrome lever latch(es). Latch(es) shall be non-locking style with a raised button.

**SCBA CYLINDER STRAPS**

There shall be a 1" nylon tether installed to secure the bottle in the storage tube.

**RUB RAILS, CLEARANCE LIGHTS, AND REFLECTIVE TAPE**

The sides of the lower body area fore and aft of the wheel well area shall be provided with 2" x 1.25" x .250" extruded aluminum rub rails, with end caps or angled corners.

Specified part shall include White reflective striping.

**FRONT OF BODY -- PROTECTIVE SURFACE**

The entire front of the apparatus body shall include a protective surface, constructed of aluminum tread plate material.

**FRONT CORNERS OF BODY -- PROTECTIVE SURFACES**

The front corners of the apparatus body shall include a protective surface installed. The surface shall be constructed of polished stainless steel material.

**REAR BODY PANELS**

The entire rear of the apparatus body shall be painted apparatus color.

**OUTER REAR BODY PANELS -- PROTECTIVE COVERING**

The rear outer panels of the body shall have protective surfaces installed on the corners. The protective covering shall be constructed of polished stainless steel material.

**TOP OF BODY COMPARTMENTS -- PROTECTIVE SURFACES**

The top of the side compartments shall have a protective surfaces installed. The surface shall be constructed of aluminum tread plate material.

**ANODIZED ALUMINUM DRIP RAIL**

All enclosed compartment doors shall be provided with an aluminum drip rail above the doors.

**ALUMININUM – COMPARTMENT DOOR, HINGED OVERLAP**

One (1) single, vertically hinged door shall be provide and fabricated from aluminum. The frame of the door shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall filled with Styrofoam for added support, dent resistance, insulation and noise reduction. The exterior surface shall be .125" aluminum for durability. The interior surface shall be .080" aluminum. There shall be no mechanical fasteners, such as bolt heads or rivets on the inside or outside of the doors.

The exterior of the door shall overlap the opening of the compartment. A .75" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75" lip on both the compartment and the door to provide for a double seal against water and dust.

The door shall be designed utilizing a D-ring style latch system. A 6" stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws. The D-ring locking mechanism shall be a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch shall seal the door from water and other elements once the door has been properly closed.

The door shall be mounted using a stainless steel piano style hinge and a .25" diameter hinge pin for stability. The vertical hinge shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts shall be mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with a fully adjustable assembly.

The exterior of the compartment doors shall be painted to match the body in quality and tone. The interior surface shall not be painted, it shall be sanded utilizing a dual orbital technique.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

**COMPARTMENT DOOR EDGE STRIPING**

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

**ALUMININUM – COMPARTMENT DOOR, HINGED OVERLAP**

There shall be five (5) double, vertically hinged sets of doors fabricated from aluminum and installed on the apparatus body. Each door shall feature exterior surfaces which overlaps the opening of the compartment. The exterior surface shall be .125" aluminum for durability and damage resistance. The interior surface shall be .080" aluminum for structural support and overall appealing appearance of the compartment. The frame of the doors shall be constructed of 1.75" x 1.75" x .125" aluminum tubing to prevent corrosion and provide structural support. The spacing created by the frame tubing shall be filled with Styrofoam for added support and dent resistance, temperature insulation, and noise reduction.

A .75" lip shall be constructed around the opening of the compartment and the exterior of the door. A rubber seal shall be installed on the .75" lip of both the compartment and the door to provide for a double seal against water and dust. A rain gutter shall be mounted above the latch type door for an added third layer of water protection.

The doors shall be designed utilizing a D-ring latch system. A 6 inch stainless steel D-ring latch, large enough to accommodate a gloved hand, shall be mounted on the exterior of the door to allow the door to seal and fasten in the closed position. A stainless steel bezel shall be installed to house and protect the D-ring locking mechanism. The easily serviced bezel shall be mounted utilizing stainless steel screws for added stability of the mechanism

and ease of maintenance in the event of damage. The D-ring locking mechanism shall be of a double catch design. The first catch shall engage to secure the door in the event of improper closure. The second catch will seal the door to water and other elements once the doors has been properly closed.

The doors shall be mounted with a stainless steel hinges with .25" diameter hinge pin for stability. The vertical hinges shall be mounted to the body frame with threaded inserts and stainless steel screws to preserve functionality with use or age and ease of maintenance in the event of damage.

Gas struts shall be utilized to hold the door in the open position and to prevent the door from slamming during closing. The gas struts are mounted directly to the door with a stainless steel bracket assembly for stability and ease of maintenance. The gas struts shall be mounted to the interior of the compartment with fully adjustable assembly for ease of adjustment and maintenance while increasing stability.

The specified door(s) shall have a Polished stainless-steel D-ring door handle.

The specified door(s) D-ring handles shall be equipped with manual key door locks keyed to use the 1250 key.

**COMPARTMENT DOOR EDGE STRIPING**

The hinged compartment doors shall have reflective striping applied on the edges. The stripe shall be a 1-1/2" minimum in width.

Specified part shall include Red and White DOT approved reflective striping.

**REAR STEP**

The rear bumper shalll be made from aluminum diamondback grip strut. The design of the grip strut shall allow for no debris or dust buildup and will allow for easy clean out with just water.

The step shall be of a three piece design each section to operate independently during body and chassis flexing. The step will be full body width.

The drop step will have locking positions to allow for up position storage and rear compartment door opening access.

**AUXILIARY FIXED STEP -- DRIVERS SIDE REAR**

Three (3) Cast Products square cast aluminum auxiliary step(s) shall be provided. The step shall be installed on the rear drivers side of the body.

**AUXILIARY FIXED STEP -- PASSENGER SIDE REAR**

Three (3) Cast Products square cast aluminum auxiliary step shall be provided. The step shall be installed on the rear passenger side of the body.

**HANDRAILS**

One (1) knurled type non-slip handrail, approximately 18" in length, shall be vertically installed.

**HANDRAILS**

Two (2) knurled type non-slip handrail, approximately 42" in length, shall be vertically installed.

**HANDRAILS**

Two (2) knurled type non-slip handrail, approximately 12" in length, shall be horizontally installed.

**HANDRAILS**

Two (2) knurled type non-slip handrail, approximately 18" in length, shall be horizontally installed.

**HANDRAILS**

One (1) knurled type non-slip handrail, approximately 60" in length, shall be horizontally installed.

**HOSE BODY CONSTRUCTION SPECIFICATIONS**

The hose bed side sheets and floor shall be constructed from aluminum material. The hosebed shall provide two separate hose beds one on the left and one on the right side of the top loaded center dunnage. The hose body shall be free of sharp corners, bolts, or other obstructions that may catch hose and other equipment.

**HOSE STORAGE BRACKETS**

There shall be two (2) I-Zone hose bracket(s) provided on the rear of the apparatus body one on each side left and right. The mount(s) shall be mounted under CPI fixed step(s). Approx length of the I-zone pole shall be 24".

**ALUMINUM HOSEBED GRATING**

The hose bed compartment deck shall be constructed entirely from maintenance-free, extruded aluminum slats. The slats shall feature an anodized, contoured, ribbed top surface. The slats shall be of widths approximately 3/4" high x 4.5" wide and shall be welded into a one-piece grid system to prevent the accumulation of water and allow ventilation to assist in drying hose.

## ALUMINUM HOSEBED COVER

Two (2) separate aluminum tread plate hose bed covers shall be installed, ⅛-inch aluminum alloy diamond plate reinforced with a ⅛-inch aluminum alloy hat section as needed to support walking on the hose bed covers. The covers shall be hinged on the outboard side using full length polished stainless steel hinges with a minimum ⅜-inch pin and 1-inch joint length and installed to avoid any hindrance in walking on hose bed covers.

The hose bed covers shall have full length handrails installed along the rear lip of the covers and two (2) mechanisms on each cover to assist with opening and closing of the hose bed covers. Each hose bed cover shall have a mechanism to hold the hose bed cover in the open position and will be substantial enough to prevent accidental closing in extreme wind conditions.

The covers shall be reinforced so that they will support the weight of a person walking on the cover and shall be sloped to the outboard side of the apparatus to aid in water run-off.

## HOSEBED REAR ENCLOSURE

A vinyl end skirt with three (3) straps, and large quick release buckles (minimum 2-inch) shall be installed on each hose bed cover. Quick release buckles and nylon tie down straps shall be attached to the end skirts. The end skirts will be weighted at the bottom end with a full width flat strip of metal sewn into the hem of the skirt. The end skirts, straps, buckles, etc. will be exposed to direct sun light and shall be protected against UV rays.

The flaps shall be red in color.

## HOSEBED -- AREA LIGHTS

(4) Tecniq E10 lights shall be provided and installed on hosebed door(s).

## DOOR AJAR SENSOR

The Specified door(s) shall feature a magnetic proximity switch to indicate when the compartment door is ajar.

## WATER TANK SPECIFICATIONS

A 500 gallon booster tank (Poly Tank) shall be fabricated from a minimum of .500" polypropylene complete with a minimum of .375" polypropylene internal full height baffles that are raised 4" off the tank floor for maximum water flow between baffles. In addition, provisions for the main pump outlet, direct tank filler inlet, a pump to tank filler/churn valve inlet, a back pump filler outlet, a fitting for an electronic water level gauge sensor and clean outs for manual tank flushing shall be provided. The tank shall be structurally reinforced and restrained to prevent deformities or damage to the tank or apparatus body during stressed off road operations. The booster tank shall be a rectangular design, and shall be capable of being completely removable from the

body without cutting or bending of any components. The tank and cradle assembly shall be mounted to the chassis frame in strict accordance to the tank manufacturer's installation guidelines.

The water tank shall be configured in a rectangular style with consistent widths on the sides from top to bottom.

## TANK FILL AND OVERFLOW PROVISIONS

The water tank shall have a combination vent and manual fill tower. The fill tower shall be fabricated from 1/2" polypropylene and shall have a minimum outer perimeter dimension of 8" x 8". The tower shall have a 1/4" thick polypropylene screen and a polypropylene hinged cover. Inside the fill tower, halfway down from the top, shall be fastened a vent overflow pipe. The vent overflow shall be fabricated from Schedule 40 polypropylene pipe, with a minimum I.D. of 4". The vent overflow shall be designed to run through the tank interior and shall be designed to exit the water tank interior behind the rear wheels.

The tank cover shall be fabricated from 1/2" thick polypropylene and shall incorporate a three-piece design which allows for the removal of each individual cover section for inspection or repair of the tank interior, if necessary. The tank cover shall be recessed 3/8" from the top of the tank sides and shall be welded to both the sides and the longitudinal baffles. Each of the three cover sections shall have hold downs to assist in keeping the cover rigid under fast filling conditions. These hold downs shall consist of 2" polypropylene dowels, spaced a maximum of 30" apart, fitted and then welded to the transverse partitions. The dowels shall extend through the cover sections and be welded to them. Two of the dowels shall be drilled and tapped to accommodate the tank lifting eyes.

The sump shall have a minimum dimension of 8" x 6" with a 3/4" thick bottom. On all tanks with a bulkhead suction inlet, a 3" Schedule 40 polypropylene pipe sweep shall be provided from the front of the tank to the sump location. The sump shall have a threaded plug located at the bottom of it for a tank drain and clean out.

There shall be two standard tank outlets: one for the tank to pump suction line, which shall be a minimum of a 3" NPTF coupling, and one for a tank fill line, which shall be a minimum of a 1-1/2" NPTF coupling. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank.

The water tank shall rest on the body subframe cross members, which shall be spaced a maximum of 22" apart. The tank shall be insulated from those cross members by hard rubber insulators, with a minimum thickness of 1/4", glued and mechanically fastened to the cross members to protect the tank from direct contact with the steel body subframe. The tank shall be designed on a free-floating suspension principle and shall not require the use of additional hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure.

## VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter PVC pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

## TANK SUMP AND DRAIN PROVISIONS

A one (1) cubic foot (minimum) polypropylene sump, with anti-swirl baffles shall be provided. The sump shall be located as close to the center of the tank floor as the chassis cross members, and differential driveline will allow.

One (1) 3-inch or 4-inch National Pipe Thread (NPT) outlet and plug shall be provided in the sump floor for flushing of the tank. A 1½-inch drain valve shall be provided in the tank sump for flushing of the booster tank. The valve will be located as to provide for adequate clearance from cross members and differential during extreme twisting motions of the chassis and buildup

The sump shall also be provided with a 1-inch NPT outlet for the back pump filler hose.

Due to space constraints, it may be necessary to locate the main pump suction outlet in the tank sump for maximum water usage. The main pump suction tube will be of an adequate size to supply the main pump with enough water to meet pump ratings.

A minimum 3-inch direct tank fill NPT inlet and internal manifold shall be provided on the left rear of the tank. If the direct tank fill inlet is located on the rear tank wall, the inlet manifold shall pass through the first baffle and feature a turn down to eliminate any possible damage to the tank or baffles while filling the tank.

## WATER TANK DRAIN PROVISIONS

A 3" plugged drain provision shall be installed in the bottom of the water tank, sump, or plumbing for water tank draining and the flushing-out of debris.

## CLASS A FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons. The foam tank shall be manufactured by UPF and have a lifetime warranty.

The tank shall be equipped with a positive sealing pressure/vacuum vent type cap, a low foam concentrate sensor that turns off the foam pump at a pre-set level, a visual sight gauge, an easily accessible brass or stainless steel drain valve located at the lowest point of the foam tank and an accessible brass or stainless steel cleanable strainer installed in the supply line from the foam tank to the foam pump.

The foam tank shall be mounted on a removable sub-structure. The tank will have a positive tie down. The tie down will allow for easy removal of the foam tank.

The foam tank will have two (2) quarter turn brass or stainless shut off valves at the pump supply and fill lines to allow for the removal of the tank without loss of foam. The float switch harness and the foam concentrate supply and fill lines shall have connections located adjacent to the tank to facilitate foam tank removal.

## FOAM TANK FILL AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

A 3/4" diameter connection, piping, and gate type valve shall be installed for the foam tank for draining purposes.

## DIRECT TANK FILL - REAR DRIVERS SIDE

A valve for direct filling of the tank shall be supplied. The 1/4 turn valve shall be configured with 2-1/2" NH female threads, debris screen, threaded plug with retention chain and lever handle. The valve shall be located on the drivers side rear of the apparatus.

One (1) Akron 8825 series swing-out style valve(s) shall be supplied and installed. All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair or replacement.

The specified valve shall have a direct actuated 'local' control Akron Model TSC valve handle.

One (1) chrome brass 2-1/2" NH rocker lug plug with a securing chain or cable shall be installed on the intake.

(1) chrome plated brass 30 degree elbow with 2.5" swivel female NH x 2.5" male NH thread with rocker lugs shall be provided on the direct tank fill.

## BACK PACK FILL SYSTEM

There shall be one (1) back pack fill system provided and installed on the lower area of the pump panel. The valve plumbing shall be 3/4" I.D. hose.

## 12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards, and the applicable requirements of the NFPA 1906.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a 290 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber/plastic grommets.

Wiring between cab and body shall be split using Deutsch type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be insulated with heat shrink crimp-type tubing to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every six inches (6") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA 1906 standards.

Low voltage protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Over current protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A service loop shall be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 1906.

## ELECTRICAL WIRING HARNESS

The electrical system shall be divided into separate harnesses. The individual harness shall be connected with Deutsch type quick connectors. The wiring and appliances shall be protected by automatic reset type circuit breakers.

## CUSTOM FABRICATED CONSOLE

A custom fabricated electrical console and enclosure shall be located between the driver's and the officer's seating positions. The console shall feature a fixed lid with optional radio mounting locations located at the front of the console. The console shall have two (2) cup holders.

The specified compartment(s) shall be coated with Hamlet Black colored Multi-Spec paint.

## 12 VOLT POWER SOURCE

There shall be two (2) 12 volt plug-in utility power connection(s) rated at 20 amps provided and installed in the cab console.

The specified power source shall be wired to the switched battery circuit.

## USB CHARGING PORT

Two (2) USB charging port(s) shall be installed in the cab of the truck for the fire departments accessory devices. The USB charging port shall have two (2) USB connections and shall have a 5 volt, 4.8A output with Intelligent Device Recognition capabilities.

The specified power source shall be wired to the switched battery circuit.

## BATTERY SWITCH - MASTER DISCONNECT

A battery cutoff switch shall be provided in the cab within easy reach of the driver; by the chassis manufacturer. The switch shall be rated for 300 amps.

## BATTERY CHARGER

A Kussmaul Autocharge 1000 PLC, model #091-215-12, automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle. Included in the package is a Kussmaul Super 20 Auto Eject Deluxe with built in bar graph display. Mounting location shall be determined in pre-con

The specified auto eject cover shall be yellow.

## IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

## LICENSE PLATE MOUNTING AND LIGHT

A predrilled backing plate and LED light shall be installed on the rear for mounting of the license plate.

Stop, Tail, Turn Lights, Whelen M Series, Quad, Package

## STOP AND TAIL LIGHTS

Two (2) Whelen Model #M62BTTC, 4" x 6" LED brake, tail, turn lights with clear lenses shall be provided. The light shall be furnished with a Clear optic polycarbonate lens for maximum light spread and furnished with

a 6" wire pigtail. The light can be used in combination with a separated turn signal, or alone as a Brake, tail, and turn light.

**TURN SIGNALS**

Two (2) Whelen M62TC light heads shall be installed on the apparatus. The lightheads shall feature an Clear lens with sequential cheveron arrow, with multi flash pattern.

**BACK-UP LIGHTS**

Two (2) Whelen M-Series M62BU, 4" x 6" rear LED back-up lights shall be installed.

**TAILLIGHT BEZELS**

Two chrome (2) Whelen M Series housings shall be installed at the rear of the apparatus for four (4) Whelen M-Series stop-tail-turn-backup and warning lights.

**ZONE C-- LOWER REAR WARNING LIGHTS**

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

**MAP LIGHT**

One (1) Havis Shields #C-MAP-T-LED 12" LED map light, 12 volt, with a gooseneck arm an on-off switch located on the base of the light shall be installed on the dashboard.

**FRONT BUMPER -- GROUND LIGHTS**

There shall be two (2) Tecniq E10, LED ground light(s) installed under the front bumper.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

**CAB GROUND LIGHTS**

There shall be four (4) Tecniq E10, LED ground lights installed under the cab door(s).

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

**GROUND LIGHTS - PUMP PANEL**

There shall be two (2) Tecniq E10, LED ground lights installed under the pump panel running board(s).

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

**GROUND LIGHTS - UNDER REAR STEP**

There shall be two (2) Tecniq E10, LED ground lights installed under the rear step area.

The ground lights shall be activated when parking brake is set, or the transmission is placed into park (where applicable).

**PIONEER MICRO**

There shall be two (2) Whelen Pioneer Micro lights provided and installed on the apparatus.

The lights shall be located:

- Two located under the middle steps on the back of the apparatus. They shall be operated by the "Rear Scene" switch located on the Whelen siren controller

**PIONEER MICRO**

There shall be two (2) Whelen Pioneer Micro lights provided and installed on the apparatus. They shall be located in the center section of the front bumper in provided cutouts. The lights shall be controlled by a button labeled "Scene Front" on the whelen siren controller.

The fowarad facing scene light(s) shall be activated by individual buttons or switches on the cab center console.

**PIONEER FLOOD/SPOT SURFACE MOUNT LIGHTHEAD**

Four (4) Whelen Pioneer Plus™ Model # PCPSM1C shall be provided and installed on the apparatus. The light head shall have a chrome housing.

The scene lights shall be activated by individual buttons or switches on the cab center console. Left, right, and rear scene light controls.

## DOOR OPEN WARNING LIGHT

The door ajar warning system shall be separated into four zones, a Front, Left, Right, and Rear zone. Each zone shall have an individually labeled warning light and also activate an audible alarm. The door ajar lights and audible alarm shall activate only when the apparatus parking brake has been released.

## RADIO ANTENNA INSTALLATION

There shall be four (4) radio antenna installed on the apparatus and routed to the cab center console.

## BACK UP ALARM

One (1) solid state back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit of the transmission, and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 db while in operation.

## HEADLIGHT FLASHER

The headlights shall be set to alternate flash (Wig-Wag).

The wig wag shall be triggered by the siren controller slide switch position 3.

## ELECTRONIC SIREN

A Whelen CenCom Core C399 electric siren and lighting control module shall be installed.

## WHELEN CORE CONTROL HEAD

There shall be a Whelen model CCTL6 control head supplied with the Cencom Core system. It features a 3 section control head, with 8 push buttons, 4- position slide switch with a 7 position rotary knob. A manual siren and air horn button, and 3 traffic advisor control buttons.

## WHELEN CORE WECANX TRAFFIC ADVISOR MODULE

There shall be a Whelen model CTA Traffic Advisor module interfaced with the Cencom Core system.

## SIREN SPEAKER

One (1) Whelen Model #SA315P siren speaker shall be provided. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

**ZONE A FRONT UPPER -- LIGHTBAR**

One (1) Whelen Cenator series WeCanx light bar shall be installed on the apparatus.

**ZONE A -- LOWER FRONT WARNING LIGHTS**

Two (2) Whelen M6 Series Model # M6D warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The M6D light shall include a split design including red and white LEDs, with a clear lens.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

**ZONE A -- LOWER FRONT WARNING LIGHTS**

Two (2) Whelen ION series lights, model TLIR shall provided. The light head shall have red LEDs.

**ZONE B AND D-- FRONT INTERSECTION**

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

**ZONE B AND D LOWER MID-BODY WARNING LIGHTS**

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.
The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

## ZONE B AND D– UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

## ZONE C UPPER REAR

Two (2) Whelen M6 Series Model # M6RC warning light shall be provided. The warning light shall incorporate Linear Super-LED® and Smart LED® technology. The M6RC configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.

The specified Whelen M6 lights shall be equipped with chrome plastic flange type light bezel mountings.

## REAR TRAFFIC ADVISOR, EIGHT (8) L.E.D. LAMPS

A Whelen TAZ86 eight lamp LINZ6 Super-LED Traffic Advisor with all amber lights shall be provided and mounted at the rear of the body. The solid state traffic advisor shall include model TACTL5 control head, or it can be directly connected to a Whelen CenCon Siren Head Controller.

## PAINT CODES/COLORS

The apparatus shall be painted Candy Apple Red.

## BODY PAINTING SPECIFICATIONS

All exposed surfaces shall be prepared and painted using a multi-step process to ensure a blemish-free, protective coating for the base metal materials.

All removable items, such as brackets and compartment doors, shall be removed and painted separately to insure finish paint behind them after they are reinstalled.

Due to its modular design, the apparatus body shall be completely finish painted prior to its installation on the

chassis.

The body shall be sanded, and cleaned. Any imperfections or defects in the metal shall be corrected with premium body filler and then sanded smooth.

An epoxy primer shall be utilized on all painted and coated surfaces and shall prepare the metal for the final paint. The direct-to-metal primer shall be used to create a first level seal allowing secure adhesion between the base metal and the subsequent substrates.

All body and components shall then be primed, thoroughly sanded, and meticulously inspected for any imperfections; which shall be properly corrected..

All surfaces shall then be painted with a base coat of premium paint following the guidelines as established by the paint manufacturer. The body shall be painted using a single color to match the cab primary color, and then shall be buffed to a high gloss finish.

**INTERIOR COMPARTMENT FINISH**

The interior wall, floor and ceiling surfaces of compartments shall be finished with Rust-Oleum brand Multispec color flecked paint. The final color combination shall be determined in pre-con.

The specified compartment(s) shall be coated with Hamlet Black colored Multi-Spec paint.

**TOUCH-UP PAINT**

Touch-up paint shall be furnished with the completed truck at final delivery.

**VALVE PAINTING**

All exposed valves shall be painted to match the color of the exterior body.

**CHEVRON STRIPING**

The outer rear panels of the body only shall have 3M brand 6" wide reflective red and yellow striping installed over 50% of available area. The rear doors, suction doors and ladder door shall not be chevron striped.

**STRIPING PACKAGE- SINGLE 4" STRIPE**

There shall be a single 4" reflective stripe installed one on each side of the apparatus. The stripe is limited to single color only.

**WHEEL CHOCKS**

Two (2) Worden brand, Model #HWC-7WH wheel chocks shall be provided.

**5# DRY CHEMICAL FIRE EXTINGUISHER**

One (1) 5# ABC dry chemical fire extinguisher and mounting bracket shall be provided on the apparatus. The extinguisher shall have a pressure gauge and shall be filled with a dry chemical extinguishing agent.

**HYDRAULIC JACK**

One (1) hydraulic jack shall be provided. The jack shall be designed for lifting capacity of twelve (12) tons.

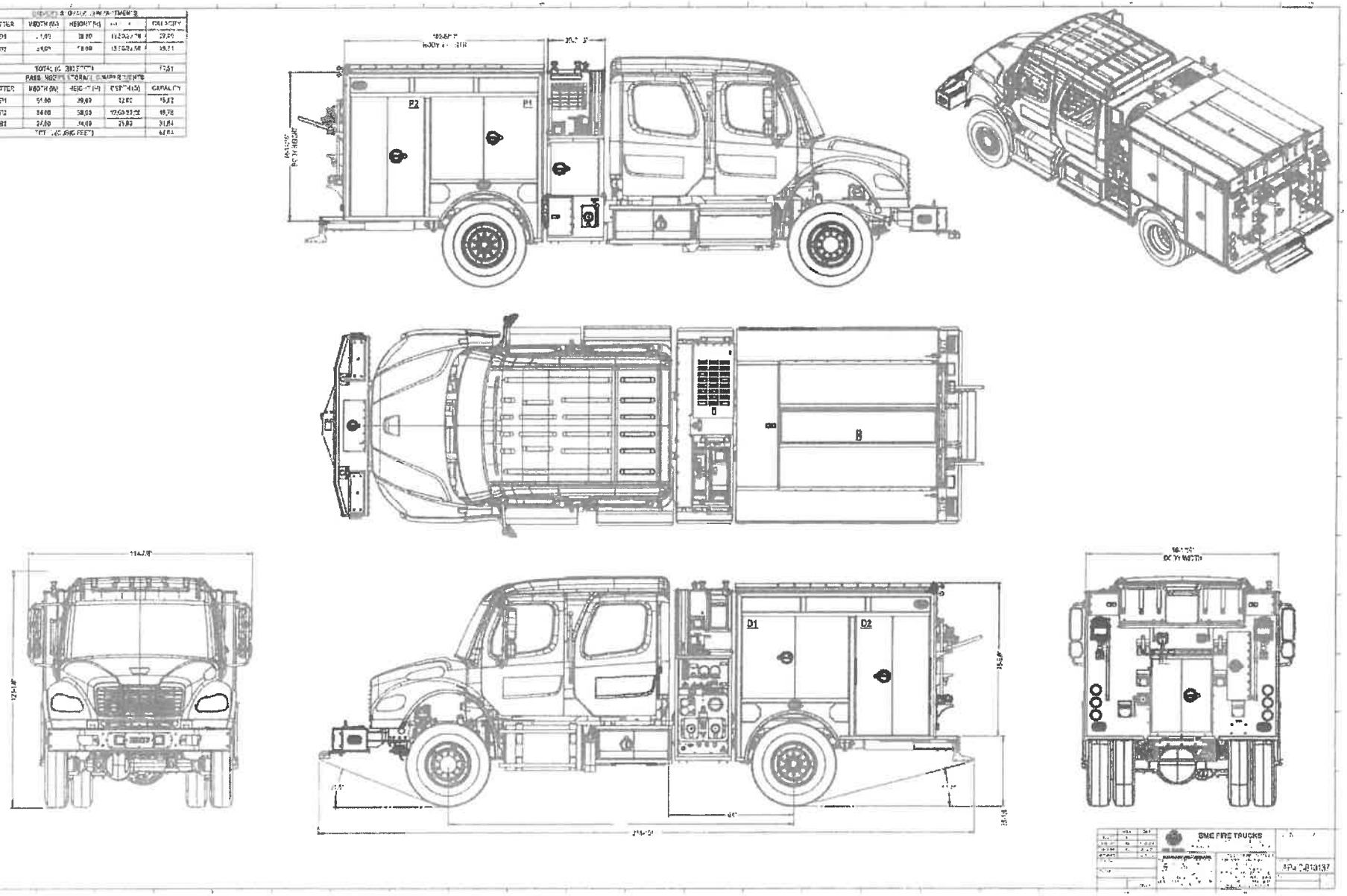
**LUG WRENCH**

There shall be one (1) lug wrench provided and shipped loose with the completed apparatus.

**REFLECTOR**

A set of three (3) triangular reflectors shall be provided.

| [illegible] | | | | |
|---|---|---|---|---|
| LETTER | WIDTH (IN) | HEIGHT (IN) | [illegible] | CAPACITY |
| D1 | [illegible] | 38.00 | [illegible] | 27.50 |
| D2 | [illegible] | [illegible] | [illegible] | [illegible] |
| | | | | |
| TOTAL (CUBIC FEET) | | | | [illegible] |
| PASS. NEG. PT. STORAGE COMPARTMENTS | | | | |
| LETTER | WIDTH (IN) | HEIGHT (IN) | DEPTH (IN) | CAPACITY |
| P1 | 51.00 | 39.00 | 12.00 | 15.82 |
| P2 | 34.00 | 58.00 | 12.00-22.00 | 19.78 |
| B1 | 27.50 | 34.00 | 25.00 | 31.84 |
| TOTAL (CUBIC FEET) | | | | [illegible] |



# FIRE TRUCKS

## QUOTATION

BME Fire Trucks LLC.
Jeff Haynes
4600 S Apple Street
Boise, Idaho 83716
208-853-1708

BME Fire Trucks LLC.
Jeff Haynes
4600 Apple Street
Boise, Idaho 83716
208-853-1708

**Quote No:** 10070-0003
**Job/Order No:** 3892
07/03/2024



| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| | | **== BME, Type 3: Model 34, 500/500 "Targhee" - 2.200 04/17/23 ==** | | **BME** |
| | | **COVER SHEET** | | **BME** |
| 00-00-1215 | XS | Commercial Wildland, Single Axle, Model 34, "Targhee" | 1 | BME |
| | | **GENERAL TERMS AND CONDITIONS** | | **BME** |
| 00-01-0010 | | Standard Boiler Plate Package (DEALER) | 1 | BME |
| 00-15-1110 | | \|-- Certificate, Weight/Tilt Angle, NFPA (BME) | 1 | BME |
| 00-20-1310 | | \|-- Performance Testing, Electrical, 12 Volt (BME) | 1 | BME |
| 00-21-9100 | | \|-- Test Results, Vehicle (BME) | 1 | BME |
| 00-55-1010 | | \|-- Delivery, Dealer Arranged | 1 | BME |
| 00-65-1020 | | \|-- Warranty, General Provisions, 1 Year (BME) | 1 | BME |
| 00-65-2100 | | \|-- Material and Workmanship Rqmts (BME) | 1 | BME |
| 00-66-1115 | | \|-- Warranty, Body & Structural, 10 Yrs (BME) | 1 | BME |
| 00-67-1100 | | \|-- Foam Warranty, System, 1 year | 1 | BME |
| 00-67-1410 | | \|-- Pump Warranty, Darley, 3 years | 1 | BME |
| 00-67-1620 | | \|-- Plumbing Warranty, 10 Years, Stainless Steel | 1 | BME |
| 00-67-1800 | | \|-- Valve Warranty, Akron, 10 years | 1 | BME |
| 00-68-2110 | | \|-- Warranty, Foam Tank, Poly, Lifetime | 1 | BME |
| 00-68-1101 | | \|-- Warranty, Water Tank, Poly, Lifetime | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 00-69-5210 | | \|-- Warranty, Paint, 7 yrs (BME) | 1 | BME |
| 00-69-5420 | | \|-- Warranty, Lettering/Striping, 3 yrs (BME) | 1 | BME |
| 00-70-1055 | | \|-- Warranty, Chassis, General (BME) | 1 | BME |
| 00-75-1405 | | \|-- Manuals, Apparatus Complete Electronic, USB | 2 | BME |
| | | **CHASSIS SPECIFICATIONS** | | **BME** |
| 01-40-1220 | XS | F-L M2 106+, 360 HP, 4 Door, Single Axle, 4x4, Model 34 | 1 | BME |
| | | **LABELING** | | **BME** |
| 02-71-1000 | | *** Cab Seating Placard *** | 1 | BME |
| 02-71-1100 | | Label, Seating Number, Cab | 1 | BME |
| 02-71-2999 | | | 1 | BME |
| 02-71-3000 | | *** Safety Placards *** | 1 | BME |
| 02-71-3100 | | Labels, Standard Package Set | 1 | BME |
| 02-71-3110 | | \|-- Label, Data, Fluid Levels | 1 | BME |
| 02-71-3115 | | \|-- Label, Data, Pump Performance | 1 | BME |
| 02-71-3300 | | \|-- Label, Data, "No Ride" Rear Step (LEXAN) | 1 | BME |
| 02-71-3400 | | \|-- Label, Data, Seat Belt | 1 | BME |
| 02-71-3700 | | \|-- Label, Noise Danger, Personnel | 1 | BME |
| 02-71-3900 | | \|-- Label, Ember Separator | 1 | BME |
| 02-71-3910 | | \|-- Label, Ember Separator, Fresh Air | 1 | BME |
| 02-71-3920 | | \|-- Label, Data, Do Not Wear Helmet While Seated | 1 | BME |
| | | **LOGOS -- BME** | | **BME** |
| 02-71-4110 | | Plaque, BME (1) | 1 | BME |
| 81-15-1605 | | \|-- BME Plaque, Reflective Background, White Back, Red Front | 1 | BME |
| | | **TOWING** | | **BME** |
| 02-72-4002 | | *** Front Towing Devices *** | 1 | BME |
| 02-72-4400 | | Tow Eye Plate, Front, Painted (Durabak) M34 - style | 1 | BME |
| 02-72-5105 | | \|-- Front Receiver, Off Center | 1 | BME |
| 02-72-5999 | | | 1 | BME |
| 02-72-6000 | | *** Rear Towing Provisions *** | 1 | BME |
| 02-72-7105 | | Rear Receiver, Off Center | 1 | BME |
| 02-72-8300 | | Towing Provision, Rear Under Body Bustle, Job Color, Model 34 | 1 | BME |
| | | **BUMPERS** | | **BME** |
| 02-73-1000 | | *** Bumper Extensions *** | 1 | BME |
| 02-73-1240 | | Bumper Extension, 16", Frame Rails | 1 | BME |
| 02-73-1220 | | \|-- Bumper Platform, 16", .125" Alum NFPA T/P | 1 | BME |
| 02-73-8005 | | \|-- Bumper, International, 15 degree | 1 | BME |
| 02-73-9701 | | \|-- Front Bumper, Color, Job Color | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 02-73-8008 | | \|-- Bumper, Side Bumper Wings | 1 | BME |
| 02-73-9710 | | \|-- Front Bumper, Wings, Color, Job Color | 1 | BME |
| | | | | |
| 02-73-1600 | | Bumper Replacement, Freightliner to Navistar | 1 | BME |
| 02-73-1999 | | | 1 | BME |
| 02-73-2000 | | *** Bumper Compartments *** | 1 | BME |
| 02-73-2305 | | Bumper Cmpt, Driver, Hose Stge Compartment | 1 | BME |
| 02-73-6600 | | \|-- Bumper Cmpt, Nylon Straps W/Buckles, (1) per Cmpt | 1 | BME |
| 35-86-1100 | | \|-- Black Straps | 1 | BME |
| 35-85-2118 | | \|-- Dri-Dek, Grating, Per Bumper Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 02-73-2999 | | | 1 | BME |
| 02-73-3305 | | Bumper Cmpt, Center, Hose Stge Compartment | 1 | BME |
| 02-73-6100 | | \|-- Bumper Cmpt, Door, Alum T/P, ALDP | 1 | BME |
| 24-18-2310 | | \|-- D-ring, Polished | 1 | BME |
| 35-85-2118 | | \|-- Dri-Dek, Grating, Per Bumper Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 02-73-3999 | | | 1 | BME |
| 02-73-4305 | | Bumper Cmpt, Psngr, Hose Stge Compartment | 1 | BME |
| 02-73-6600 | | \|-- Bumper Cmpt, Nylon Straps W/Buckles, (1) per Cmpt | 1 | BME |
| 35-86-1100 | | \|-- Black Straps | 1 | BME |
| 35-85-2118 | | \|-- Dri-Dek, Grating, Per Bumper Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 02-73-6999 | | | 1 | BME |
| 02-73-8000 | | *** Bumper Equipment *** | 1 | BME |
| 02-73-8006 | | Bumper, Swivel Elbow Stopper | 1 | BME |
| | | | | |
| 02-73-9501 | XS | Front Bumper, Center Bezel, BME, Whelen Light Cutout, Tow Plate | 1 | BME |
| 81-15-1501 | XS | \|-- Reflective Background, Red | 1 | BME |
| | | | | |
| | | **AIR HORNS** | | **BME** |
| | | | | |
| 02-74-1560 | | Air Horn, (1) Buell, #1063, Frame Mounted, (Model 34) | 1 | BME |
| 02-74-2200 | | \|-- Air Horn, Control, Driver, Single Foot Switch | 1 | BME |
| 02-74-2520 | | \|-- Air Horn, Control, Pump Panel | 1 | BME |
| | | | | |
| | | **EXHAUST SYSTEMS** | | **BME** |
| | | | | |
| 02-76-1000 | | *** Horizontal Exhaust *** | 1 | BME |
| 02-76-1100 | | Exhaust System, Extend to Psngr Side | 1 | BME |
| 02-76-1350 | | Exhaust, Heat Wrap | 1 | BME |
| | | | | |
| | | **MUD FLAPS** | | **BME** |
| | | | | |
| 02-77-1000 | | *** Front Mud Flaps *** | 1 | BME |
| 02-77-1600 | | Bumper Box Protective Flaps, Black Rubber | 1 | BME |
| 02-77-1999 | | | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 02-77-2000 | | *** Rear Mud Flaps *** | 1 | BME |
| 02-77-2200 | | Mud Flaps, Rear Wheels, Manufacturer Logo | 1 | BME |
| | | **CAB STEPS -- ALUM T/P ENCLOSURES -- SCUFF PLATES** | | **BME** |
| 02-79-2000 | | *** Cab Step Compartments *** | 1 | BME |
| 02-79-2060 | | Cab Step Compartment, Under Cab, Driver, S.S., Double door | 1 | BME |
| 02-79-3220 | | \|-- Slide Tray, 500#, Under Cab Compartment, Aluminum, W/Dividers | 1 | BME |
| 41-44-4020 | | \|-- Cmpt Lights, 800 Series Corner LED 21" | 1 | BME |
| 41-46-1005 | | \|-- Cmpt Light Door Switch, Automatic, Cmpt Door | 1 | BME |
| 02-79-2109 | | | 1 | BME |
| 02-79-2160 | | Cab Step Compartment, Under Cab, Psngr, S.S., Double Door | 1 | BME |
| 02-79-3100 | XS | \|-- Slide Tray, 250#, Under Cab Compartment, S/S | 1 | BME |
| 41-44-4020 | | \|-- Cmpt Lights, 800 Series Corner LED 21" | 1 | BME |
| 41-46-1005 | | \|-- Cmpt Light Door Switch, Automatic, Cmpt Door | 1 | BME |
| 02-79-3999 | | | 1 | BME |
| 02-79-4000 | | *** Cab Steps *** | 1 | BME |
| 02-79-4500 | | Cab Steps, Extrd Diamond Back Alum, (4) Door | 1 | BME |
| | | **CAB DOORS** | | **BME** |
| 02-80-1600 | | Cab Trim, Door, Reflective NFPA, 4 Door | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| | | **CAB SEATING AND SCBA EQUIPMENT** | | **BME** |
| 02-81-0100 | | NO--Seats, Front, Chassis Mfgr Supplied | 1 | BME |
| | | **AIR SYSTEMS** | | **BME** |
| 02-87-2200 | | Air Outlet, Pump Panel, Manual, Drivers Pnl, W/Shutoff at Tank | 1 | BME |
| 02-87-2705 | | Air Tank Relocation, Rear | 1 | BME |
| | | **ADDITIONAL CHASSIS MODIFICATIONS** | | **BME** |
| 02-88-2125 | | Chassis Batteries, Relocated, Model 34 | 1 | BME |
| 02-88-2199 | | | 1 | BME |
| 02-88-2500 | | Under hood Light, LED | 2 | BME |
| 02-88-4100 | | Ember Separator, Screen, Installation, Chassis Engine | 1 | BME |
| 02-88-4200 | | Ember Separator, Screen, Installation, Fresh Air Cab | 1 | BME |
| 02-88-4300 | | Ember Separator, Screen, Installation, Fire Pump Engine, Aux | 1 | BME |
| 02-88-4399 | | | 1 | BME |
| 02-88-5330 | | Fuel Tank Skid Plate | 1 | BME |
| 02-88-5399 | | | 1 | BME |
| 02-88-7100 | | Protective Sleeve, Air, Fuel, Elec Lines, Fire Resistant Sleeves | 1 | BME |
| 02-88-7110 | | Fuel Tank Venting | 1 | BME |
| 02-88-7999 | | | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 02-88-8100 | | Tire Pressure Monitoring System, Real Wheels | 1 | BME |
| | | ****** FIRE PUMP ****** | | BME |
| 08-11-1200 | | Pump, Darley, JMP500, 2/Stg, PTO, (Model 34) | 1 | BME |
| 08-20-2500 | | \|-- Pump Seal, Mechanical, Darley, PTO | 1 | BME |
| 08-20-3420 | | \|-- Pump Shift, Darley, PTO, JMP, NO Pump and Roll, Stationary Pumping Only | 1 | BME |
| 08-20-5100 | | \|-- Anode, Pump, Darley | 1 | BME |
| 08-20-6005 | | \|-- Pump Primer, Darley, Elec | 1 | BME |
| 10-01-1410 | | \|-- Pump Test, NFPA, 1906, Factory Test | 1 | BME |
| 10-02-1100 | | \|-- Pump Drive, PTO and Drivelines, Chelsea (Transmission mounted) | 1 | BME |
| 10-03-1150 | | \|-- Intake-Relief Valve, Elkhart #40/40 | 1 | BME |
| 10-04-1120 | | \|-- Pump Cooler, Bypass-To-Tank, 3/8" | 1 | BME |
| 10-04-1600 | | \|-- Waterous, Thermal Bypass, Overheat Protection Manager | 1 | BME |
| 10-06-1200 | | \|-- Pump Drain, Master-Low Point, Handwheel | 1 | BME |
| 10-09-1100 | | \|-- Piping, Stainless Steel, PTO, <500GPM | 1 | BME |
| 08-12-9999 | | | 1 | BME |
| 08-15-1800 | | Pump, Darley, 1-1/2 AGE, 24HP Kubota D902 Diesel, Model 34 | 1 | BME |
| 08-20-5300 | | \|-- Dual Deluxe Plus Panels, Darley | 1 | BME |
| 10-09-1300 | | \|-- Piping, Stainless Steel, Auxiliary Pump | 1 | BME |
| 10-80-2100 | | \|-- Exhaust and Muffler, Aux Pump | 1 | BME |
| 10-80-3115 | | \|-- Primer, Electric, Share with Main Pump, Aux Control Panel, Push Button | 1 | BME |
| 10-80-4400 | | \|-- Shut Down Pump, Low Pressure, 20 PSI | 1 | BME |
| 10-80-4410 | | \|-- Shut Down Pump, Low Oil Pressure/High Engine Temp | 1 | BME |
| 10-80-5300 | | \|-- Fuel System, Plumbed to Chassis Fuel Tank | 1 | BME |
| 10-80-6100 | | \|-- Battery, 12V, From Chassis, Quick Disconnect | 1 | BME |
| 10-81-6100 | | \|-- Plumbing, Piped to Main Fire Pump | 1 | BME |
| 10-81-8400 | | \|-- Auxiliary Pump, Oil Drain Extension | 1 | BME |
| | | ========== PUMP INTAKES ========== | | BME |
| | | LEFT SIDE INTAKE | | BME |
| 11-01-1000 | | *** Left Side Ungated Intakes *** | 1 | BME |
| 11-01-1300 | | Intake, Ungated, 4", LH Side | 1 | BME |
| 11-07-3300 | | \|-- Cap, 4", Chrome Brass, Rocker Lug | 1 | BME |
| 11-01-1799 | | | 1 | BME |
| 11-01-2000 | | *** Left Side Gated Intakes *** | 1 | BME |
| 11-01-2100 | | Intake, Gated, 2.5", LH Side | 1 | BME |
| 10-07-1105 | | \|-- Intake Valve Bleeder, South Park, W/O flange, Push-Pull | 1 | BME |
| 10-15-1120 | | \|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 11-07-1100 | | \|-- Plug, 2.5", Chrome Brass, Rocker Lug | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| | | **RIGHT SIDE INTAKE** | | **BME** |
| 11-02-3000 | | *** Right Side Gated Intakes *** | 1 | BME |
| 11-02-3100 | | Intake, Gated, 2.5", RH Side | 1 | BME |
| 10-07-1105 | | \|-- Intake Valve Bleeder, South Park, W/O flange, Push-Pull | 1 | BME |
| 10-15-1120 | | \|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 11-07-1100 | | \|-- Plug, 2.5", Chrome Brass, Rocker Lug | 1 | BME |
| | | **TANK-TO-PUMP** | | **BME** |
| 11-10-2000 | | *** Tank To Pump - PTO Pumps *** | 1 | BME |
| 11-10-2300 | | Tank-To-Pump, 3", W/Check Valve | 1 | BME |
| 10-15-1230 | | \|-- Valve, Akron Brass, 8830 Series, (Tank to Pump) | 1 | BME |
| 10-20-0040 | | \|-- Valves, Direct, R1, Handle | 1 | BME |
| 10-23-1400 | | \|-- Air Operated Valve Cntrl, 3" | 1 | BME |
| | | **PUMP-TO-TANK** | | **BME** |
| 11-20-2200 | | Pump-To-Tank, 2", Water Tank, (Model 34) | 1 | BME |
| 10-15-1220 | | \|-- Valve, Akron Brass, 8820 Series (Pump to Tank) | 1 | BME |
| 10-20-0040 | | \|-- Valves, Direct, R1, Handle | 1 | BME |
| 10-20-1110 | | \|-- Pull Rod Valve Cntrl, Thuemling, Locking | 1 | BME |
| | | **LEFT SIDE DISCHARGES** | | **BME** |
| 12-05-1000 | | *** 2.5" Left Side Discharges *** | 1 | BME |
| 12-05-1120 | | Discharge, 2.5", LH Forward | 1 | BME |
| 10-08-1100 | | \|-- Discharge Valve Bleeder, Class 1, Manual 1/4 Turn | 1 | BME |
| 10-15-1120 | | \|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 12-22-4100 | | \|-- Cap, 2.5", Rocker Lug, Chrome Brass, w/Chain | 1 | BME |
| 14-31-1055 | | \|-- Line Pressure Gauge, SPAN, 2.5" | 1 | BME |
| 14-30-1400 | | \|-- Pressure Gauge, Drains | 1 | BME |
| 14-30-4100 | | \|-- Gauge Backlighting, LED, White | 1 | BME |
| 14-30-4600 | | \|-- Standard Dial Face, Black on White | 1 | BME |
| 14-30-5100 | | \|-- Gauge Bezel, Chrome | 1 | BME |
| | | ========== **REAR DISCHARGES** ========== | | **BME** |
| 12-07-2000 | | *** 2.5" Rear Left Discharges *** | 1 | BME |
| 12-07-2100 | | Discharge, 2.5", Rear LH | 1 | BME |
| 10-15-1120 | | \|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 12-20-1050 | | \|-- NO--Reducing Adapter | 1 | BME |
| 12-21-1200 | | \|-- Elbow, 2.5"F x 2.5"M, Chrome Brass | 1 | BME |
| 12-22-4100 | | \|-- Cap, 2.5", Rocker Lug, Chrome Brass, w/Chain | 1 | BME |
| 12-08-0299 | | | 1 | BME |
| 12-08-1000 | | *** 2" Rear Right Discharges *** | 1 | BME |
| 12-08-1100 | | Discharge, 2" x 1.5", Rear RH | 1 | BME |
| 10-15-1115 | | \|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 12-20-1150 | | \|-- Reducing Adapter, 2"F x 1.5"M, Chrome Brass | 1 | BME |
| 12-21-1100 | | \|-- Elbow, 1.5"F x 1.5"M, Chrome Brass | 1 | BME |
| 12-22-2100 | | \|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain | 1 | BME |
| | | **1-1/2" / 2" CROSSLAY DISCHARGES** | | **BME** |
| 12-10-1056 | | Crosslay Discharge, (2) 1-1/2", Over Pump Panel (Model 34) | 1 | BME |
| 10-15-1115 | | \|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only) | 2 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 2 | BME |
| 12-11-5150 | | \|-- Crosslay Cover, Alum T/P, Vinyl NFPA Ends | 1 | BME |
| 12-11-7310 | | \|-- Crosslay Flaps, Vinyl, Red | 2 | BME |
| 12-11-6110 | | \|-- Crosslay Flared Edges, Both Sides | 1 | BME |
| 12-20-1150 | | \|-- Reducing Adapter, 2"F x 1.5"M, Chrome Brass | 2 | BME |
| 12-22-2100 | | \|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain | 2 | BME |
| | | **FRONT BUMPER DISCHARGES** | | **BME** |
| 12-13-1210 | | Bumper Dschrg, 2" Valve, 1-1/2" Front, Swivel, Left Side | 1 | BME |
| 10-15-1115 | | \|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 12-22-2100 | | \|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain | 1 | BME |
| 12-13-1299 | | | 1 | BME |
| 12-13-1310 | | Bumper Dschrg, 2" Valve, 1-1/2" Front, Swivel, Right Side | 1 | BME |
| 10-15-1115 | | \|-- Valves, Akron, Brass, 8820 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 12-22-2100 | | \|-- Cap, 1.5", Rocker Lug, Chrome Brass, w/Chain | 1 | BME |
| 12-13-1359 | | | 1 | BME |
| 12-13-1360 | | Discharge Isolation Vlv Cntrl, 2", Wildland, | 1 | BME |
| 10-15-1700 | | \|-- Valves, Akron, Brass, 8820 Series, Isolation Valve | 1 | BME |
| 10-20-0040 | | \|-- Valves, Direct, R1, Handle | 1 | BME |
| | | **HOSE REELS** | | **BME** |
| 12-31-2205 | | Hose Reel, HANNAY, Elec Rewind, Super Booster (Model 34) | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 10-15-1105 | | \|-- Valves, Akron, Brass, 8810 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 12-31-3100 | | \|-- Mounting Hose Reel, Over Pump Area | 1 | BME |
| 12-32-2110 | | \|-- Rewind Cntrl, Weatherproof Push Buttons, Model 34 | 2 | BME |
| 12-32-6700 | | \|-- Rollers, Hose Reel, Model 34 | 1 | BME |
| | | **INJECTION - FOAM SYSTEMS** | | **BME** |
| 13-10-1120 | | Foam System, FoamPro, 1600 12V Elec, Model 34 | 1 | BME |
| 13-10-5200 | | \|-- Foam System, FoamPro, On-Off Switch in Cab | 1 | BME |
| 13-11-1110 | | \|-- Foam Upload System, Hale, EZ Foam | 1 | BME |
| | | **PUMP ENCLOSURES** | | **BME** |
| 14-01-2140 | | Pump Enc, PTO, Steel, 27"W, Model 34 | 1 | BME |
| 10-81-8800 | | \|-- Auxiliary Pump, Cover, ALDP | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| | | **PUMP ENCLOSURE STEPS** | | **BME** |
| 14-15-1225 | XS | Running Boards, Pump Panel, Non-slip, Driver/Passenger | 1 | BME |
| | | **PUMP ENCLOSURE SERVICE ACCESS DOORS** | | **BME** |
| 14-16-1100 | | Pump Enc Door, Upper LH, S/S, Blk Powder Coated, Model 34 | 1 | BME |
| | | **PUMP PANELS** | | **BME** |
| 14-25-1100 | | Pump Panels, SM, Stainless Steel, Blk Powder Coated, Model 34 | 1 | BME |
| | | **PUMP PANEL INSTRUMENTATION** | | **BME** |
| 14-30-1300 | | Master Discharge Pressure / Intake Pressure Gauges, SPAN, 4.5" | 1 | BME |
| 14-30-1500 | | \|-- *** 4.5" Master Pressure Gauges - Intake*** | 1 | BME |
| 14-30-1600 | | \|-- Master Intake Pressure Gauge, SPAN, 30-0-150 | 1 | BME |
| 14-30-1400 | | \|-- Pressure Gauge, Drains | 1 | BME |
| 14-30-4100 | | \|-- Gauge Backlighting, LED, White | 1 | BME |
| 14-30-4600 | | \|-- Standard Dial Face, Black on White | 1 | BME |
| 14-30-5100 | | \|-- Gauge Bezel, Chrome | 1 | BME |
| 14-30-1999 | | \|-- | 1 | BME |
| 14-30-2000 | | \|-- *** 4.5" Master Pressure Gauges - Discharge*** | 1 | BME |
| 14-30-2300 | | \|-- Master Discharge Pressure Gauge, SPAN, 0-600 | 1 | BME |
| 14-30-4100 | | \|-- Gauge Backlighting, LED, White | 1 | BME |
| 14-30-4600 | | \|-- Standard Dial Face, Black on White | 1 | BME |
| 14-30-5100 | | \|-- Gauge Bezel, Chrome | 1 | BME |
| 14-30-2999 | | \|-- | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 14-30-3000 | | \|-- *** Test Taps - Pressure Gauges *** | 1 | BME |
| 14-30-3100 | | \|-- Gauge, Test Taps | 1 | BME |
| | | **ENGINE CONTROLS AND GAUGES** | | **BME** |
| 14-35-2130 | | Pressure Governor, FRC, PBA401-D00, Pump Boss (Cummins) | 1 | BME |
| | | **WATER TANK LEVEL GAUGES** | | **BME** |
| 14-40-1100 | | Water Tank Gauge, FRC, TankVision, Pump Panel | 1 | BME |
| 14-40-4215 | | \|-- Level Gauge, Activation, Battery Switched | 1 | BME |
| 14-40-1115 | | Water Tank Gauge, FRC, TankVision, Console | 1 | BME |
| 14-40-1400 | | Water Tank Gauge, FRC, TankVision, MaxVision | 2 | BME |
| 14-40-4215 | | \|-- Level Gauge, Activation, Battery Switched | 2 | BME |
| | | **FOAM TANK LEVEL GAUGES** | | **BME** |
| 14-40-5100 | | Foam Tank Gauge, FRC, Class A, Pump Panel | 1 | BME |
| 14-40-4215 | | \|-- Level Gauge, Activation, Battery Switched | 1 | BME |
| | | **LABELING AND LIGHTING** | | **BME** |
| 14-45-1000 | | *** Identification Labels *** | 1 | BME |
| 14-45-1210 | | Nomenclature Plates, Color Coded, English, Lexan w/Bezel | 1 | BME |
| 14-45-1999 | | | 1 | BME |
| 14-45-2000 | | *** Pump Panel and Pump Enclosure Lighting *** | 1 | BME |
| 14-45-2155 | | Pump Panel Light, Midship, Driver, LED, Tecniq, 3 Lights | 1 | BME |
| 14-45-3000 | | \|-- Pump Panel Light, Actuated Pump Engagement | 1 | BME |
| 14-45-2199 | | | 1 | BME |
| 14-45-2255 | | Pump Panel Light, Midship Psngr, LED, Tecniq, 1 Light | 1 | BME |
| 14-45-2999 | | | 1 | BME |
| 14-45-3210 | | Pump Enc Lights, Plumbing Area, Manual Switch, Tecniq E10 | 1 | BME |
| | | **PUMP PANEL EQUIPMENT** | | **BME** |
| | | **--------- STEEL BODY CONSTRUCTION --------** | | **BME** |
| 20-10-2125 | | Body Constrc, Steel, Gnrl Design, Wildland, Targhee | 1 | BME |
| 20-12-1100 | | \|-- Body Sub-structure Steel, Pumper | 1 | BME |
| 20-13-1100 | | \|-- Frame Mounting, Steel Body, Pumper | 1 | BME |
| 20-14-1110 | | \|-- Compartment Constrc, Steel, Sweep-Out Floors | 1 | BME |
| 20-14-1200 | | \|-- Exterior Sheet Metal Body Fabrication, Steel, Pumper | 1 | BME |
| 20-14-1300 | | \|-- Interior Sheet Metal, Body Construction, Steel, Pumper | 1 | BME |
| | | ***** Model 34 - Targhee Compartments ****** | | **BME** |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 21-01-2701 | | *** Drivers Side Compartments *** | 1 | BME |
| 21-01-2720 | | Cmpt Dim, Drivers, 51"W x 39"H, D1 | 1 | BME |
| 24-09-1200 | | \|-- Ventilation and Filter, Weber Style, Compartment | 1 | BME |
| 24-09-3100 | | \|-- Cmpt Floor Drains, Corners, Each | 1 | BME |
| 24-17-5100 | | \|-- Compt, Sill Plate, Polished Stainless Steel, Each | 1 | BME |
| 35-01-1110 | | \|-- Adj tracks, Uni-Strut | 1 | BME |
| 35-01-7120 | | \|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2) | 1 | BME |
| 35-10-0155 | | \|-- Shelf, Adjustable, Alum 1/8" | 1 | BME |
| 35-85-2115 | | \|-- Dri-Dek, Grating, Per Cmpt Shelf | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 81-20-2510 | | \|-- Stripe, Shelves, Reflective | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| 35-20-0050 | | \|-- NO--Slide Tray | 1 | BME |
| 35-45-1000 | | \|-- NO-- Vertical Divider | 1 | BME |
| 35-50-6005 | | \|-- NO--Tool Board, Rear Wall | 1 | BME |
| 35-50-6010 | | \|-- NO--Tool Board, Side Walls | 1 | BME |
| 35-70-3201 | | \|-- NO--SCBA Mounting | 1 | BME |
| 35-85-2110 | | \|-- Dri-Dek, Grating, Per Cmpt Surface | 1 | BME |
| 35-85-2120 | | \|-- Dri-Dek, Grating, Edging, Per Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 41-45-0015 | | \|-- Compartment Lighting, Code 3 800 series, (3) | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| 42-20-1050 | | \|-- NO - 12V Power | 1 | BME |
| 21-01-2725 | | | 1 | BME |
| 21-01-2740 | | Cmpt Dim, Drivers, 34"W x 58"H, D2 | 1 | BME |
| 24-09-1200 | | \|-- Ventilation and Filter, Weber Style, Compartment | 1 | BME |
| 24-09-3100 | | \|-- Cmpt Floor Drains, Corners, Each | 1 | BME |
| 24-17-5100 | | \|-- Compt, Sill Plate, Polished Stainless Steel, Each | 1 | BME |
| 35-01-1110 | | \|-- Adj tracks, Uni-Strut | 1 | BME |
| 35-01-7120 | | \|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2) | 1 | BME |
| 35-10-0155 | | \|-- Shelf, Adjustable, Alum 1/8" | 1 | BME |
| 35-85-2115 | | \|-- Dri-Dek, Grating, Per Cmpt Shelf | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 81-20-2510 | | \|-- Stripe, Shelves, Reflective | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| 35-20-0050 | | \|-- NO--Slide Tray | 1 | BME |
| 35-45-1000 | | \|-- NO-- Vertical Divider | 1 | BME |
| 35-50-6005 | | \|-- NO--Tool Board, Rear Wall | 1 | BME |
| 35-50-6010 | | \|-- NO--Tool Board, Side Walls | 1 | BME |
| 35-54-1050 | | \|-- NO-- Slide Out Vertical Tool Boards | 1 | BME |
| 35-85-2110 | | \|-- Dri-Dek, Grating, Per Cmpt Surface | 1 | BME |
| 35-85-2120 | | \|-- Dri-Dek, Grating, Edging, Per Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 41-45-0015 | | \|-- Compartment Lighting, Code 3 800 series, (3) | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| 42-20-1050 | | \|-- NO - 12V Power | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 21-01-2799 | | | 1 | BME |
| 21-01-2800 | | *** Passenger Side Compartments *** | 1 | BME |
| 21-01-2811 | | Cmpt Dim, Psngr, 51"W x 39"H, P1 | 1 | BME |
| 24-09-1200 | | \|-- Ventilation and Filter, Weber Style, Compartment | 1 | BME |
| 24-09-3100 | | \|-- Cmpt Floor Drains, Corners, Each | 1 | BME |
| 24-17-5100 | | \|-- Compt, Sill Plate, Polished Stainless Steel, Each | 1 | BME |
| 35-01-1110 | | \|-- Adj tracks, Uni-Strut | 1 | BME |
| 35-01-7120 | | \|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2) | 1 | BME |
| 35-10-0155 | | \|-- Shelf, Adjustable, Alum 1/8" | 1 | BME |
| 35-85-2115 | | \|-- Dri-Dek, Grating, Per Cmpt Shelf | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 81-20-2510 | | \|-- Stripe, Shelves, Reflective | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| 35-20-0050 | | \|-- NO--Slide Tray | 1 | BME |
| 35-45-1000 | | \|-- NO-- Vertical Divider | 1 | BME |
| 35-50-6005 | | \|-- NO--Tool Board, Rear Wall | 1 | BME |
| 35-50-6010 | | \|-- NO--Tool Board, Side Walls | 1 | BME |
| 35-70-3201 | | \|-- NO--SCBA Mounting | 1 | BME |
| 35-85-2110 | | \|-- Dri-Dek, Grating, Per Cmpt Surface | 1 | BME |
| 35-85-2120 | | \|-- Dri-Dek, Grating, Edging, Per Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 41-45-0015 | | \|-- Compartment Lighting, Code 3 800 series, (3) | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| 42-20-1050 | | \|-- NO - 12V Power | 1 | BME |
| 21-01-2815 | | | 1 | BME |
| 21-01-2831 | | Cmpt Dim, Psngr, 34"W x 58"H, P2 | 1 | BME |
| 24-09-1200 | | \|-- Ventilation and Filter, Weber Style, Compartment | 1 | BME |
| 24-09-3100 | | \|-- Cmpt Floor Drains, Corners, Each | 1 | BME |
| 24-17-5100 | | \|-- Compt, Sill Plate, Polished Stainless Steel, Each | 1 | BME |
| 35-01-1110 | | \|-- Adj tracks, Uni-Strut | 1 | BME |
| 35-01-7120 | | \|-- Adj tracks, Uni-Strut, Back Wall, Vertical (2) | 1 | BME |
| 35-10-0155 | | \|-- Shelf, Adjustable, Alum 1/8" | 1 | BME |
| 35-85-2115 | | \|-- Dri-Dek, Grating, Per Cmpt Shelf | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 81-20-2510 | | \|-- Stripe, Shelves, Reflective | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| 35-20-0050 | | \|-- NO--Slide Tray | 1 | BME |
| 35-45-1000 | | \|-- NO-- Vertical Divider | 1 | BME |
| 35-50-6005 | | \|-- NO--Tool Board, Rear Wall | 1 | BME |
| 35-50-6010 | | \|-- NO--Tool Board, Side Walls | 1 | BME |
| 35-54-1050 | | \|-- NO-- Slide Out Vertical Tool Boards | 1 | BME |
| 35-85-2110 | | \|-- Dri-Dek, Grating, Per Cmpt Surface | 1 | BME |
| 35-85-2120 | | \|-- Dri-Dek, Grating, Edging, Per Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 41-45-0015 | | \|-- Compartment Lighting, Code 3 800 series, (3) | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| 42-20-1050 | | \|-- NO - 12V Power | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 21-01-2839 | | | 1 | BME |
| 21-01-2840 | | *** Back Compartments *** | 1 | BME |
| 21-01-2841 | | Back Compartment, 27"W x 34"H, B1 | 1 | BME |
| 24-09-1200 | | \|-- Ventilation and Filter, Weber Style, Compartment | 1 | BME |
| 24-09-3100 | | \|-- Cmpt Floor Drains, Corners, Each | 1 | BME |
| 24-17-5100 | | \|-- Compt, Sill Plate, Polished Stainless Steel, Each | 1 | BME |
| 35-01-1110 | | \|-- Adj tracks, Uni-Strut | 1 | BME |
| 35-01-7105 | | \|-- Adj tracks, Uni-Strut, Back Wall, (2), Horizontal | 1 | BME |
| 35-10-0155 | | \|-- Shelf, Adjustable, Alum 1/8" | 1 | BME |
| 35-85-2115 | | \|-- Dri-Dek, Grating, Per Cmpt Shelf | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 81-20-2510 | | \|-- Stripe, Shelves, Reflective | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| 35-20-0050 | | \|-- NO--Slide Tray | 1 | BME |
| 35-85-2110 | | \|-- Dri-Dek, Grating, Per Cmpt Surface | 1 | BME |
| 35-85-2120 | | \|-- Dri-Dek, Grating, Edging, Per Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 41-45-0010 | | \|-- Compartment Lighting, Vertical, Code 3 800 series, (Large) (2) | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| 42-20-1050 | | \|-- NO - 12V Power | 1 | BME |
| | | | | |
| 21-01-2860 | | *** Special Compartments *** | 1 | BME |
| 21-01-2880 | | Pump House Cmpt, 21"W x 23"H x 12"D, PH1 | 1 | BME |
| 24-09-1200 | | \|-- Ventilation and Filter, Weber Style, Compartment | 1 | BME |
| 24-09-3100 | | \|-- Cmpt Floor Drains, Corners, Each | 1 | BME |
| 35-01-1110 | | \|-- Adj tracks, Uni-Strut | 1 | BME |
| 35-10-0155 | | \|-- Shelf, Adjustable, Alum 1/8" | 1 | BME |
| 35-85-2115 | | \|-- Dri-Dek, Grating, Per Cmpt Shelf | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 81-20-2510 | | \|-- Stripe, Shelves, Reflective | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| 35-85-2110 | | \|-- Dri-Dek, Grating, Per Cmpt Surface | 1 | BME |
| 35-85-2120 | | \|-- Dri-Dek, Grating, Edging, Per Cmpt | 1 | BME |
| 35-85-5001 | | \|-- Dri-Dek, Black | 1 | BME |
| 41-45-0011 | | \|-- Compartment Lighting, Two, Vertical, Code 3 800 series, (Small) | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| | | | | |
| 21-01-2885 | | Pump House Cmpt, 11.5"W x 18"H x 18"D, PH2 | 1 | BME |
| 24-09-3100 | | \|-- Cmpt Floor Drains, Corners, Each | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| | | **SLIDE-IN LADDER CMPTS** | | **BME** |
| | | | | |
| 23-68-5715 | | Ladder Cmpt, Vertical, 20' 3 Section, Rear, Psngr, (M34 2021) | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| | | **SLIDE-IN SUCTION HOSE CMPTS** | | **BME** |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 23-68-6002 | | *** Hard Suction Hose Cmpt - Slide-in Rear *** | 1 | BME |
| 23-68-6115 | | Hard Suction Cmpt, Rear, Drivers/Psngr, M34 2021 | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 2 | BME |
| | | **HOSE BED COMPARTMENTS** | | **BME** |
| 23-72-4000 | | *** Hose Bed Dunnage Compartments --Center *** | 1 | BME |
| 23-72-4100 | | Top Compartment, Center, (Model 34), TC1 | 1 | BME |
| 24-14-1001 | | \|-- Doors, Roof Compts, Lift Up Alum T/P, Small <1000sq.in | 1 | BME |
| 24-19-0100 | | \|-- Lever Latch, Black, Non-Locking, Round Button, Each | 1 | BME |
| 41-45-0005 | | \|-- NO--Compartment Lighting | 1 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| 23-72-4105 | | Top Compt, Painted Smooth Alum, Bolted Panel, Rear Upper Center | 1 | BME |
| | | **BODY COMPONENTS** | | **BME** |
| | | **WHEEL WELL AREA** | | **BME** |
| 24-01-1100 | | *** Wheel Well Panels -- Single Axle *** | 1 | BME |
| 24-01-1400 | | Wheel Well Panel Constr, Galv Steel Body, Pntd | 1 | BME |
| 24-03-1999 | | | 1 | BME |
| 24-03-2000 | | *** Wheel Well Liners *** | 1 | BME |
| 24-03-2400 | | Wheel Well Inner Liners, Body, Plastic, 22.5" rims, S/A | 1 | BME |
| 24-03-2999 | | | 1 | BME |
| 24-03-3000 | | *** Fenderettes *** | 1 | BME |
| 24-03-4100 | | Fenderettes, Body, Polished S/S, 22.5" rims (2) Single Axle | 1 | BME |
| | | **DRIVERS SIDE -- SCBA OPENINGS AND COMPARTMENTS** | | **BME** |
| 24-05-1700 | | SCBA Stge, Drivers, Fwd Wheelwell, 8" Round | 1 | BME |
| 24-05-2450 | | \|-- SCBA Door, Cast Products, Lever Latch | 1 | BME |
| 24-05-2500 | | \|-- SCBA Tube, Plastic, w/ Mat | 1 | BME |
| 24-19-0415 | | \|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each | 1 | BME |
| 24-05-7000 | | \|-- SCBA Cylinder Tether, 1" Nylon | 1 | BME |
| 24-05-2300 | | SCBA Stge, Drivers, Rear Wheelwell, 8" Round | 1 | BME |
| 24-05-2450 | | \|-- SCBA Door, Cast Products, Lever Latch | 1 | BME |
| 24-05-2500 | | \|-- SCBA Tube, Plastic, w/ Mat | 1 | BME |
| 24-19-0415 | | \|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each | 1 | BME |
| 24-05-7000 | | \|-- SCBA Cylinder Tether, 1" Nylon | 1 | BME |
| | | **PASSENGER SIDE -- SCBA OPENINGS AND COMPARTMENT** | | **BME** |
| 24-05-5700 | | SCBA Stge, Psngr, Fwd Wheelwell, 8" Round | 1 | BME |
| 24-05-2450 | | \|-- SCBA Door, Cast Products, Lever Latch | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 24-05-2500 | | \|-- SCBA Tube, Plastic, w/ Mat | 1 | BME |
| 24-19-0415 | | \|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each | 1 | BME |
| 24-05-7000 | | \|-- SCBA Cylinder Tether, 1" Nylon | 1 | BME |
| 24-05-6300 | | SCBA Stge, Psngr, Rear Wheelwell, 8" Round | 1 | BME |
| 24-05-2450 | | \|-- SCBA Door, Cast Products, Lever Latch | 1 | BME |
| 24-05-2500 | | \|-- SCBA Tube, Plastic, w/ Mat | 1 | BME |
| 24-19-0415 | | \|-- Lever Latch, Textured Chrome Raised Button, Non-locking, Each | 1 | BME |
| 24-05-7000 | | \|-- SCBA Cylinder Tether, 1" Nylon | 1 | BME |
| | | **RUB RAILS** | | **BME** |
| 24-07-6330 | | Rub Rails, Alum Chan, 2" x 1.5", Ribbed | 1 | BME |
| 81-15-1522 | | \|-- Reflective Color, White | 1 | BME |
| | | **FRONT AND REAR BODY SURFACE -- SCUFF PLATES** | | **BME** |
| 24-08-1000 | | *** Front of Body *** | 1 | BME |
| 24-08-1100 | | Protective Surface, Alum T/P, Entire Front | 1 | BME |
| 24-08-2100 | | Protective Front Corner Trim, S/S | 1 | BME |
| 24-08-2999 | | | 1 | BME |
| 24-08-3000 | | *** Rear of Body *** | 1 | BME |
| 24-08-3400 | | Rear Body Panels, Painted | 1 | BME |
| 24-08-4200 | | Protective Rear Corner Trim, S/S | 1 | BME |
| 24-08-4999 | | | 1 | BME |
| 24-08-5000 | | *** Top of Body *** | 1 | BME |
| 24-08-5100 | | Protective Surfaces, Alum T/P, Top of Side Cmpts | 1 | BME |
| 24-08-7999 | | | 1 | BME |
| 24-08-8000 | | *** Anodized Aluminum Drip Rails *** | 1 | BME |
| 24-08-8100 | | Drip Rails | 1 | BME |
| | | **HINGED DOORS -- ALUMINUM PAINTED** | | **BME** |
| 24-12-1100 | | Doors, Hinged, Alum Painted, Single, Base Specs | 1 | BME |
| 24-18-2310 | | \|-- D-ring, Polished | 1 | BME |
| 24-18-2420 | | \|-- Door Locks, D-Ring, Hinged, 1250 Key Type, Each | 1 | BME |
| 81-20-2505 | | \|-- Stripe, Cmpt Door, Reflective, Each, Color Options | 1 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 1 | BME |
| 24-12-1200 | | Doors, Hinged, Alum Painted, Double-Door | 5 | BME |
| 24-18-2310 | | \|-- D-ring, Polished | 5 | BME |
| 24-18-2420 | | \|-- Door Locks, D-Ring, Hinged, 1250 Key Type, Each | 5 | BME |
| 81-20-2505 | | \|-- Stripe, Cmpt Door, Reflective, Each, Color Options | 10 | BME |
| 81-15-1521 | | \|-- Reflective Color, Red/Wht DOT | 10 | BME |
| | | **REAR STEPS** | | **BME** |
| 24-20-3000 | | *** Rear Steps - Extruded Aluminum DIAMOND BACK *** | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 24-20-3165 | | Rear Step, 3 Piece w/step, Extruded Alum, Diamond Back, M34 | 1 | BME |
| | | **AUXILIARY STEPS** | | **BME** |
| 24-21-3190 | | Steps, Fixed CPI, Drivers, Rear | 3 | BME |
| 24-21-3230 | | Steps, Fixed CPI, Psngr, Rear | 3 | BME |
| | | **HANDRAILS AND GRAB HANDLES** | | **BME** |
| 24-26-5299 | | ***Knurled Grab Handles*** | 1 | BME |
| 24-26-5301 | | Handrails, Knurled, Vertical, 18" | 1 | BME |
| 24-26-5305 | | Handrails, Knurled, Vertical, 42" | 2 | BME |
| 24-26-5320 | | Handrails, Knurled, Horizontal, 12" | 2 | BME |
| 24-26-5321 | | Handrails, Knurled, Horizontal, 18" | 2 | BME |
| 24-26-5328 | | Handrails, Knurled, Horizontal, 60" | 1 | BME |
| | | **HOSE BED CONSTRUCTION** | | **BME** |
| 24-30-2210 | | Hose Bed, Aluminum, Spec, Wildland, (Model 34 2021) | 1 | BME |
| | | **HOSEBED DIVIDERS** | | **BME** |
| 24-32-1005 | | --NO Hosebed Divider | 1 | BME |
| 24-32-3525 | | Hose Storage, I-Zone Brckts, Rear (2) , Model 34 | 1 | BME |
| | | **HOSEBED GRATING** | | **BME** |
| 24-32-4115 | | Hosebed, Grating, Alum, Wildland (Model 34 2021) | 1 | BME |
| | | **HOSEBED COVERS -- WILDLAND TRUCKS** | | **BME** |
| 24-33-1115 | | Hosebed Covers, Alum T/P, Dbl Door, Flap, Model 34 | 1 | BME |
| 24-32-7305 | | \|-- Hosebed Rear Flap and Straps, Model 34 | 1 | BME |
| 24-33-5120 | | \|-- Hosebed Flaps, Color, Red | 1 | BME |
| 41-35-1835 | | \|-- Hosebed Lights, Tecniq E10, LED | 4 | BME |
| 41-46-2005 | | \|-- Door Open Sensor, Compt Door | 1 | BME |
| | | **WATER TANK SPECIFICATIONS** | | **BME** |
| 28-01-1501 | | Water Tank Capacity, 500 Gallons, Poly (Model 34) | 1 | BME |
| 28-02-1100 | | \|-- Water Tank Shape, Rectangular | 1 | BME |
| 28-04-1200 | | \|-- Fill Tower, Water Tank, 8" x 8" x 8", Type 3 | 1 | BME |
| 28-06-1100 | | \|-- Fill Tower, Overflow, Water Tank, 3" PVC Pipe, <500G | 1 | BME |
| 28-07-1305 | | \|-- Sump, Water Tank, Model 34 | 1 | BME |
| 28-10-1100 | | \|-- Water Tank Drain, 3" | 1 | BME |
| 29-05-1205 | | \|-- Foam Tank Capacity, 20 Gallons, Poly, Model 34, Seperate | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 29-40-1100 | | \|-- Foam Tank, Fill and Vent, Class A | 1 | BME |
| 29-50-1050 | | \|-- Foam Tank Drain and Valve, 3/4" | 1 | BME |
| | | **DIRECT TANK FILL CONNECTIONS** | | **BME** |
| 28-31-1000 | | *** Direct Tank Quarter-Turn Fill Valve - Rear *** | 1 | BME |
| 28-31-1100 | | Direct Tank Fill Valve, Drivers, Rear, 2.5", w/Strainer and Plug | 1 | BME |
| 10-15-1120 | | \|-- Valves, Akron, Brass, 8825 Series (Uses R1,TS or TSC Handles Only) | 1 | BME |
| 10-20-0060 | | \|-- Valve, Direct, Local Control, Akron locking TSC | 1 | BME |
| 11-07-1100 | | \|-- Plug, 2.5", Chrome Brass, Rocker Lug | 1 | BME |
| 12-21-3700 | | \|-- Elbow, 2.5"F x 2.5"M, Chrome Brass, Direct Tank Fill | 1 | BME |
| | | **BACK PACK FILL PROVISIONS** | | **BME** |
| 28-32-3155 | | Back Pack Fill, GHT x 1/2"NPT, w/vlv, Pump Panel, M34 | 1 | BME |
| | | **12 VOLT ELECTRICAL** | | **BME** |
| 40-05-1000 | | *** 12 Volt Base Electrical Wiring *** | 1 | BME |
| 40-05-1150 | | Electrical, 12V, Base Wiring Specs, Wildland | 1 | BME |
| 40-05-4600 | | \|-- Electrical Harness, Wildland | 1 | BME |
| | | **CONSOLES AND SWITCH PANELS** | | **BME** |
| 40-10-0005 | | NO--Rear Console | 1 | BME |
| 40-10-1210 | XS | Electrical Console, Cab, BME, Freightliner M2+, AP-00-020627 | 1 | BME |
| 40-10-9900 | XS | \|-- Console Finish | 1 | BME |
| 80-21-2322 | | \|-- Multi-Spec, Color, Hamlet Black | 1 | BME |
| 42-21-1110 | XS | \|-- 12V Power Outlet, 20 Amp, Console | 2 | BME |
| 42-21-3310 | XS | \|-- 12 Volt Pwr Source, Switched Battery | 2 | BME |
| 42-21-1550 | XS | \|-- USB Fast Charge Port, Blue Sea, Dual, Socket Mount | 2 | BME |
| 42-21-3310 | XS | \|-- 12 Volt Pwr Source, Switched Battery | 2 | BME |
| | | **BATTERY EQUIPMENT INSTALLATION** | | **BME** |
| 40-15-1000 | | *** Battery And Ignition Switches *** | 1 | BME |
| 40-15-1150 | | Battery Switch, Master Disconnect, Chassis Supplied | 1 | BME |
| 40-15-2999 | | | 1 | BME |
| 40-15-3000 | | *** Battery Charger Systems *** | 1 | BME |
| 40-15-3310 | | Battery Charger, Kussmaul, Autocharge 1000 PLC, Deluxe Pkg, 51-04-1304, 20A | 1 | BME |
| 40-15-6201 | | \|-- Kussmaul Auto Eject Cover, Yellow | 1 | BME |
| | | **VEHICLE IDENTIFICATION LIGHTS** | | **BME** |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 40-25-1355 | | Clearance Lgts, LED, DOT, Wildland, Model 34 | 1 | BME |
| | | **LICENSE PLATE MOUNTING** | | **BME** |
| 40-30-1310 | | License Plate Mounting, Tecniq LED, L110, Rear | 1 | BME |
| | | **STOP - TAIL - TURN - BACK-UP INDIVIDUAL LIGHTS** | | **BME** |
| 40-66-0010 | | Stop, Tail, Turn Lights, Whelen M Series, Quad, Package | 1 | BME |
| 40-32-1000 | | \|-- *** Tail and Stop Lights *** | 1 | BME |
| 40-32-5155 | | \|-- Stop/Tail Lgts, Whelen #M62BTTC, LED, 4" x 6",(2) | 1 | BME |
| 40-32-9999 | | \|-- | 1 | BME |
| 40-33-1000 | | \|-- *** Turn Signals *** | 1 | BME |
| 40-33-5165 | | \|-- Turn Signals, Whelen M62TC, LED, LED, (2) | 1 | BME |
| 40-34-9999 | | \|-- | 1 | BME |
| 40-35-1000 | | \|-- *** Back Up Lights *** | 1 | BME |
| 40-35-5150 | | \|-- Back up Lights, Whelen M62BU, LED, 4" x 6", (2) | 1 | BME |
| 40-55-1999 | | \|-- | 1 | BME |
| 40-55-2000 | | \|-- *** Tail Light Mountings and Bezels -- 4 Lights *** | 1 | BME |
| 40-55-2300 | | \|-- Tail Light Bezels, Whelen #M6FCV4, (4) lts, 4" x 6" (2) | 1 | BME |
| 45-75-9999 | | \|-- | 1 | BME |
| 45-80-1000 | | \|-- *** Lower Rear Warning Lights *** | 1 | BME |
| 45-80-1815 | | \|-- Warning Lights, Whelen, M6RC, Lower Rear, (2), (No Bezel) | 1 | BME |
| | | **MAP LIGHTS** | | **BME** |
| 41-15-1605 | | Map Light, Havis Shields #C-MAP-T-LED, 12" LED (Model 34) | 1 | BME |
| | | **UNDERBODY AND GROUND LIGHTS** | | **BME** |
| 41-25-1000 | | *** Bumper Ground Lights *** | 1 | BME |
| 41-25-1305 | | Ground Lights, Front Bumper, Tecniq E10, LED | 2 | BME |
| 41-25-5360 | | \|-- Ground Lights, Activation, Park Brake/Park Signal | 2 | BME |
| 41-25-1999 | | | 1 | BME |
| 41-25-2000 | | *** Cab Ground Lights *** | 1 | BME |
| 41-25-2510 | | Ground Lights, Cab, 4 Door, Tecniq E10, LED | 4 | BME |
| 41-25-5360 | | \|-- Ground Lights, Activation, Park Brake/Park Signal | 4 | BME |
| 41-25-2999 | | | 1 | BME |
| 41-25-3000 | | *** Body Ground Lights *** | 1 | BME |
| 41-25-3210 | | Ground Lights, Pump Panel, Tecniq E10, LED | 2 | BME |
| 41-25-5360 | | \|-- Ground Lights, Activation, Park Brake/Park Signal | 2 | BME |
| 41-25-3499 | | | 1 | BME |
| 41-25-5255 | | Ground Lights, Under Rear Step, Tecniq E10, LED | 2 | BME |
| 41-25-5360 | | \|-- Ground Lights, Activation, Park Brake/Park Signal | 2 | BME |
| | | **SCENE LIGHTS** | | **BME** |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 41-36-5285 | | Scene Light, Whelen, Pioneer Micro, MPBB, Middle Rear Steps M34 | 2 | BME |
| 41-36-5290 | | Scene Light, Whelen, Pioneer Micro, MPBB, Frnt Bumper | 1 | BME |
| 41-40-6425 | | \|-- Scene Light Switching, Cab Console, Individual (Front) | 1 | BME |
| 41-36-5300 | | Scene Light, Whelen, PCPSM1C, LED | 4 | BME |
| 41-40-6401 | | \|-- Scene Light Switching, Cab Console, Individual (Left Right Rear) | 1 | BME |
| | | **HINGED DOOR COMPARTMENT LIGHTS** | | **BME** |
| 41-46-2000 | | *** Door Open Light and Alarm *** | 1 | BME |
| 41-46-2125 | | Door Open Light and Buzzer, Zones, Model 34 | 1 | BME |
| | | **RADIOS AND ANTENNAS** | | **BME** |
| 42-10-1005 | | NO--Radio Prewire | 1 | BME |
| 42-10-1006 | | NO--Radio Installation. | 1 | BME |
| 42-10-2015 | | Radio Antenna, Installation | 4 | BME |
| | | **BACK UP ALARMS** | | **BME** |
| 43-10-1110 | | Back Up Alarm, Self Adjusting | 1 | BME |
| | | **HEADLIGHT FLASHERS OR WIG-WAG** | | **BME** |
| 43-15-1760 | | Headlight, Flasher, Wig-Wag | 1 | BME |
| 43-15-2030 | | \|-- Wig Wag, Activation, Siren Controller, Slide Switch Pos #3 | 1 | BME |
| | | **ELECTRONIC SIRENS AND SPEAKERS** | | **BME** |
| 44-05-1000 | | *** Whelen Siren/PA Systems *** | 1 | BME |
| 44-05-1288 | | Siren, Electronic, Whelen, CenCom Core C399, T/A | 1 | BME |
| 44-05-1302 | | \|-- Whelen, Core, Control Head, CCTL6 | 1 | BME |
| 44-05-1322 | | \|-- Whelen, Core, WeCanX, Traffic Advisor Module, CTA | 1 | BME |
| 44-09-1000 | | *** Siren Speakers *** | 1 | BME |
| 44-09-1500 | | Speaker, Whelen, #SA315P, 100 Watt, nylon housing | 1 | BME |
| | | **ZONE A -- UPPER CAB LIGHTBARS** | | **BME** |
| 45-05-2026 | XS | Lightbar, Whelen, Cenator, Duo, WeCanX, 60" | 1 | BME |
| | | **LOWER ZONE A -- FRONT LOWER** | | **BME** |
| 45-40-1610 | | Warning Lights, Whelen, M6D RED/WHT, Lwr Front, (2) | 1 | BME |
| 41-40-7530 | | \|-- Bezels, Whelen, M6, Chrome Plastic | 2 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 45-40-1705 | | Warning Lights, Whelen, Lower Front, ION-T, TLIR, (2) | 1 | BME |
| | | **ZONE B AND D -- LOWER CAB INTERSECTION LIGHTS** | | **BME** |
| 45-45-1515 | | Warning Lights, Whelen, M6RC, Intersection, (2), LED | 1 | BME |
| 41-40-7530 | | \|-- Bezels, Whelen, M6, Chrome Plastic | 2 | BME |
| | | **ZONE B AND D -- LOWER MID-BODY SIDE WARNING LIGHTS** | | **BME** |
| 45-55-1515 | | Warning Lights, Whelen, M6RC, Lwr Mid Body, (2), LED | 1 | BME |
| 41-40-7530 | | \|-- Bezels, Whelen, M6, Chrome Plastic | 2 | BME |
| | | **ZONE B AND D -- UPPER REAR CORNER BODY WARNING LIGHTS** | | **BME** |
| 45-70-1515 | | Warning Lights, Whelen, M6RC, Upper Side Rear, (2), LED | 1 | BME |
| 41-40-7530 | | \|-- Bezels, Whelen, M6, Chrome Plastic | 2 | BME |
| | | **ZONE C -- UPPER REAR WARNING LIGHTS** | | **BME** |
| 45-75-1515 | | Warning Lights, Whelen, M6RC, Upper Rear, (2), LED | 1 | BME |
| 41-40-7530 | | \|-- Bezels, Whelen, M6, Chrome Plastic | 2 | BME |
| | | **TRAFFIC ARROWS** | | **BME** |
| 46-05-1860 | | Traffic Advisor, Whelen, TAZ86, LED, Eight Lamp | 1 | BME |
| | | **PAINTING** | | **BME** |
| 80-00-0001 | XS | Paint Codes - Candy Apple Red - 97902EY | 1 | BME |
| | | **EXTERIOR PAINTING ---- BODY** | | **BME** |
| 80-10-0002 | | *** Wildland -- Exterior Body Painting *** | 1 | BME |
| 80-10-1000 | | Paint, Wildland, 60-84" CA Body, Single Axle, 1 Color | 1 | BME |
| | | **INTERIOR PAINTING --- COMPARTMENTS** | | **BME** |
| 80-21-2305 | | Cmpt Pntg, Multispec, (6) Compts. | 1 | BME |
| 80-21-2322 | | \|-- Multi-Spec, Color, Hamlet Black | 1 | BME |
| | | **MISCELLANEOUS PAINTING AND BODY FINISHING OPTIONS** | | **BME** |
| 80-60-0000 | | *** Touch Up Paint *** | 1 | BME |
| 80-60-1000 | | Body Paint, Touch Up, Pint One Color | 1 | BME |

| PART NO | S | DESCRIPTION | QTY | ID |
|---|---|---|---|---|
| 80-61-9999 | | | 1 | BME |
| 80-65-0000 | | *** Miscellaneous Painting *** | 1 | BME |
| 80-65-1200 | | Painting, Valves, To Match Truck | 1 | BME |
| | | **BLACKOUT PACKAGE** | | **BME** |
| | | **REFLECTIVE STRIPING** | | **BME** |
| 81-20-4200 | XS | Stripe, Reflective, SCOTCHLITE Chevron, Tail Panels Only | 1 | BME |
| 81-20-6005 | | Striping Package, Single 4" Reflective Stripe (Medium) | 1 | BME |
| | | **WHEEL CHOCKS** | | **BME** |
| 90-09-1710 | | Wheel Chocks, Worden, Alum, w/Handle, Large, HWC-7WH (2) | 2 | BME |
| | | **FIRE EXTINGUISHERS** | | **BME** |
| 90-10-1110 | | Extinguisher, Dry Chem, 5#, 2A:10B:C, w/mntg | 1 | BME |
| | | **MISCELLANEOUS EQUIPMENT** | | **BME** |
| 90-40-4100 | | Jack, Northern Hyd, 1442, 12T, Hyd bottle | 1 | BME |
| 90-40-4500 | | Lug Wrench and Breaker Bar | 1 | BME |
| | | **NFPA AND DOT SAFETY AND HIGHWAY EQUIPMENT** | | **BME** |
| 90-42-1200 | | Reflector Set, Triangular D.O.T. | 1 | BME |

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## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed**

**subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.**

**ARTICLE 8: SCOPE OF SERVICES**
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**
This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

## ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

## ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

**Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

**Price Increase**
Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

**Price Changes**
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

**Requesting Price Increase/Required Documentation**
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

**Review/Approval of Requests**
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

## ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

**ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

**ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

**ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

**ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

**ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

**ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

**ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that

maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

**ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

**ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

**ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

**ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

**ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

| **Siddons Martin Emergency Group LLC** | | **H-GAC** | |
|---|---|---|---|
| Signature | DocuSigned by: Jeff Doran B2D885F9B5D14E7... | Signature | |
| Name | Kathryn Williams | Name | Chuck Wemple |
| Title | Vice President | Title | Executive Director |
| Date | 12/11/2023 | Date | |

DocuSign Envelope ID: 26841DC5-2E0E-4C2C-A618-8AB99F7D6207



# MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

## ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

## ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

## ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

## ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

## ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

## ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

## ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

## ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

**ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

**ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

**ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

**ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

## ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

## ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

## ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

## ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

## ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

**ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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# Fire Apparatus and Related Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
07230
**Project ID:** FS12-23
**Release Date:** Wednesday, July 26, 2023
· **Due Date:** Thursday, September 14, 2023 12:00pm
Posted Wednesday, July 26, 2023 7:00am
Bid Unsealed Thursday, September 14, 2023 12:05pm
Pricing Unsealed Thursday, September 14, 2023 12:05pm

## 4. Specifications/Categories/Scope of Work

***This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.***

### 4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

### 4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. **Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

## 4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

## 4.4. Additional Requirements

**Licenses**

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

**Manuals**

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

**Warranty**

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

## 4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

## 4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

## 4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

## 4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

| | |
|---|---|
| **Category A** – Brush Trucks/Light Rescue | $1,000 per purchase order |
| **Category B** – Aerial Fire Apparatus | $2,000 per purchase order |
| **Category C** – Pumper Fire Apparatus | $2,000 per purchase order |
| **Category D** – Pumper/Tanker and Tanker Apparatus | $2,000 per purchase order |
| **Category E** – ARFF Apparatus | $2,000 per purchase order |
| **Category F** – Special Service Vehicles | |
| Heavy Rescue*/Special Service | $2,000 per purchase order |
| Light Rescue/Quick Response | $1,000 per purchase order |
| All Trailers | 2% of purchase order |

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

| | |
|---|---|
| **Category G** –Fire/Rescue/Emer. Response Boats | 2% of purchase order |
| **Category H** - Fire Command Vehicles | $1,000 per purchase order |
| **Category I** - Alternative Fuel Vehicles | Fee determined by category of vehicle |
| **Category J** –Service/Maintenance Plans | 2% per purchase order |
| **Category K** - Fire Apparatus/Vehicle Parts and Supplies | 2% per purchase order |
| **Category L** - Fire Apparatus/Vehicle Options | No separate fee - part of vehicle |

## 4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

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Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

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**Attachment A**
**Siddons-Martin Emergency Group, LLC**
**Fire Apparatus and Related Vehicles**
**Contract No.: FS12-23**

| Manufacturer | Product | Item Description | Offered List Price | HGACBuy Discount |
|---|---|---|---|---|
| | | **Category A - Wildland and Brush** | | |
| Pierce | 23W-101 | 1019 Ford F-550 Pumper - 1019 | $ 366,288.00 | 5% |
| Pierce | 23W - 103 International Type 3 | International Wildland-1039 | $ 581,003.00 | 5% |
| Pierce | 23W - 104 International Urban | International Urban Interface-1040 | $ 491,716.00 | 5% |
| BME Fire Trucks | Summit | Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank | $ 544,632.00 | 5% |
| BME Fire Trucks | Targhee | Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank | $ 529,854.00 | 5% |
| BME Fire Trucks | Rocky Mountain | Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump | $ 455,062.00 | 5% |
| BME Fire Trucks | Aspen | Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump | $ 449,583.00 | 5% |
| BME Fire Trucks | McCall | Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump | $ 294,167.00 | 5% |
| BME Fire Trucks | Ponderosa | Type 6, 300 Gallon Water Tank, 1.5AGE Pump | $ 325,057.00 | 5% |
| BME Fire Trucks | Sawtooth | Type 6, 300 Gallon Water Tank, 1.5AGE Pump | $ 329,057.00 | 5% |
| BME Fire Trucks | Big Horn | Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump | $ 606,667.00 | 5% |
| | | **Category B - Aerial Fire Apparatus** | | |
| Pierce | 23A-101 | Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027 | $ 1,436,022.00 | 5% |
| Pierce | 23A-102 | Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028 | $ 1,474,688.00 | 5% |
| Pierce | 23A-103 | Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029 | $ 1,648,105.00 | 5% |
| Pierce | 23A-104 | Enforcer Chassis, Single Rear 107' Aerial -1030 | $ 1,589,837.00 | 5% |
| Pierce | 23A-105 | Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031 | $ 1,699,833.00 | 5% |
| Pierce | 23A-106 | Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032 | $ 1,646,299.00 | 5% |
| Pierce | 23A-107 | Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033 | $ 1,912,763.00 | 5% |
| Pierce | 23A-108 | Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034 | $ 2,017,959.00 | 5% |
| Pierce | 23A-109 | Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035 | $ 2,101,962.00 | 5% |
| Pierce | 23A-110 | Enforcer Chassis, 107' Tractor Drawn Aerial - 1036 | $ 2,066,551.00 | 5% |
| Pierce | 23A-111 | Enforcer Snozzle - 1037 | $ 1,314,701.00 | 5% |
| | | **Category C - Pumper Fire Apparatus** | | |
| Pierce | 23P-102 | Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020 | $ 397,469.04 | 5% |
| Pierce | 23P-103 | International 4 door 1000 tank, 1250 Pump Pumper 1026 | $ 526,585.97 | 5% |
| Pierce | 23P-104 | Saber Pumper, 750 Tank, 1500 pump 1022 | $ 881,807.87 | 5% |
| Pierce | 23P-105 | Enforcer Pumper 750 tank, 1500 pump 1023 | $ 956,324.96 | 5% |
| Pierce | 23P-106 | Enforcer PUC Pumper 750 tank, 1500 pump 1024 | $ 1,035,341.76 | 5% |
| Pierce | 23P-107 | Velocity Pumper 1025 | $ 967,322.35 | 5% |
| Pierce | 23P-108 | Velocity PUC Pumper 1038 | $ 1,049,384.90 | 5% |
| | | **Category D - Pumper Tanker/Tender** | | |
| Pierce | 23PT-101 | Freightliner 2000 Gallon Tanker - 1041 | $ 511,866.00 | 5% |
| Pierce | 23PT-102 | International 2000 Gallon Tanker -1042 | $ 498,571.00 | 5% |
| Pierce | 23PT-103 | Saber 2000 Gallon Tanker - 1043 | $ 899,378.00 | 5% |

| | | | | |
|---|---|---|---|---|
| Pierce | 23PT-104 | Enforcer 2000 Gallon Tanker - 1044 | $ 982,413.00 | 5% |
| Pierce | 23PT-105 | Freightliner 3000 Tandem Tanker - 1045 | $ 507,344.00 | 5% |
| Pierce | 23PT-106 | International 3000 Tandem Tanker - 1046 | $ 520,168.00 | 5% |
| Pierce | 23PT-107 | Saber Tandem 3000 Tanker - 1047 | $ 985,111.00 | 5% |
| Pierce | 23PT-108 | Enforcer Tandem 3000 Tanker - 1048 | $ 1,048,825.00 | 5% |
| Pierce | 23PT-109 | Velocity Tandem PUC 2500 Tanker - 1049 | $ 1,109,887.00 | 5% |
| BME Fire Trucks | Tahoe | 2000 Gallon Water Tender | $ 483,632.00 | 5% |
| BME Fire Trucks | Cascade | 3000 Gallon Water Tender | $ 552,502.00 | 5% |
| BME Fire Trucks | Clearwater | Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender | $ 533,552.00 | 5% |
| BME Fire Trucks | Mammoth | 1250 Gallon Extreme Water Tender, Navistar 2-Door Cab | $ 501,135.00 | 5% |
| BME Fire Trucks | Payette | 1800 Gallon Tactical Water Tender | $ 484,061.00 | 5% |
| | | **Category E - ARFF Vehicles** | | |
| Oshkosh - Pierce | 23AR-101 | Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm | $ 1,141,252.35 | 5% |
| Oshkosh - Pierce | 23AR-102 | Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi) | $ 1,217,470.80 | 5% |
| Oshkosh - Pierce | 23AR-103 | Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi) | $ 1,784,346.90 | 5% |
| Oshkosh - Pierce | 23AR-104 | Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline | $ 2,390,151.75 | 5% |
| Oshkosh - Pierce | 23AR-HS | H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle | $ 713,119.00 | 5% |
| Oshkosh - Pierce | 23AR-HTA | HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle | $ 624,947.00 | 5% |
| | | **Category F - Special Service VehiclesVehicles** | | |
| Pierce | 23SS - 101 | Ford F-550 Rescue 12' -1050 | $ 278,709.00 | 5% |
| Pierce | 23SS - 102 | Enforcer NWI-Rescue - 1051 | $ 975,772.00 | 5% |
| Pierce | 23SS - 103 | Velocity NWI-Rescue - 1052 | $ 999,751.00 | 5% |
| Pierce | 23SS - 104 | Enforcer PUC NWI-Rescue - 1053 | $ 1,252,488.00 | 5% |
| Pierce | 23SS - 105 | Velocity Combo-Rescue - 1054 | $ 1,136,418.00 | 5% |
| Pierce | 23SS - 106 | Enforcer Tandem Combo - 1055 | $ 1,114,686.00 | 5% |
| Pierce | 23SS - 107 | Velocity Alum Walk-in Rescue - 1056 | $ 1,114,461.00 | 5% |
| Pierce | 23SS - 108 | Enforcer Stainless NWI-Rescue - 1057 | $ 1,020,660.00 | 5% |
| Pierce | 23SS - 109 | Enforcer Walk-in - 1058 | $ 1,034,340.00 | 5% |
| Pierce | 23SS - 110 | Velocity Tandem Walk-in - 1059 | $ 1,228,431.00 | 5% |
| Frontline Communications | C-17 | Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline | $ 196,178.00 | 5% |
| Frontline Communications | C-20 | Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline | $ 278,319.00 | 5% |
| Frontline Communications | CRU-22 | Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline | $ 353,163.00 | 5% |
| Frontline Communications | C-23 | Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel | $ 306,919.00 | 5% |
| Frontline Communications | C-25 | Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel | $ 477,451.00 | 5% |

| | | | | |
|---|---|---|---|---|
| Frontline Communications | C-30 | Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel | $ 587,098.00 | 5% |
| Frontline Communications | C-35 | Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel | $ 669,849.00 | 5% |
| Frontline Communications | C-40 | Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 735,953.00 | 5% |
| Frontline Communications | C-40 Enforcer | Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 1,546,944.00 | 5% |
| Frontline Communications | C-40 Saber | Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 1,017,416.00 | 5% |
| Frontline Communications | C-40 Velocity | Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel | $ 1,259,403.00 | 5% |
| Frontline Communications | C-28T | Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle | $ 308,961.00 | 5% |
| Frontline Communications | C-35T | Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle | $ 394,976.00 | 5% |
| Frontline Communications | C-53T | Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle | $ 1,241,546.00 | 5% |
| Frontline Communications | C-RTR | Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology | $ 292,975.00 | 5% |
| BME Fire Trucks | Sequioa | 10 Man Crew Carrier Vehicle | $ 378,634.00 | 5% |
| | | **Category G - Fire/Rescue Boats** | | |
| Lake Assault Boats | 23LAB - 101 | LAB 21' Landing Craft, 8.5' beam, T-top, Emergency light bar, siren, 12" Sonar GPS Chartplotter, Scene lights, Trailer. | $ 215,210.34 | 5% |
| Lake Assault Boats | 23LAB - 102 | LAB 22' RHIB, 8.5' beam, T-top, emergency light bar, 10" sonar GPS chartplotter, Trailer | $ 200,093.94 | 5% |
| Lake Assault Boats | 23LAB - 103 | LAB 24' V-hull, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer | $ 220,506.78 | 5% |
| Lake Assault Boats | 23LAB - 104 | LAB 24' Landing Craft, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 229,419.30 | 5% |
| Lake Assault Boats | 23LAB - 105 | LAB 26' V-hull, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 243,629.40 | 5% |
| Lake Assault Boats | 23LAB - 106 | LAB 26' Landing Craft, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer | $ 248,141.52 | 5% |
| Lake Assault Boats | 23LAB - 107 | LAB 28' V-hull, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 287,850.00 | 5% |
| Lake Assault Boats | 23LAB - 108 | LAB 28' Landing Craft, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 288,978.60 | 5% |
| Lake Assault Boats | 23LAB - 109 | LAB 32' V-hull, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 317,508.24 | 5% |
| Lake Assault Boats | 23LAB - 110 | LAB 32' Landing Craft, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 319,320.84 | 5% |
| Lake Assault Boats | 23LAB - 111 | LAB 36' V-hull, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 345,141.84 | 5% |
| Lake Assault Boats | 23LAB - 112 | LAB 36' Landing Craft, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer. | $ 347,739.90 | 5% |
| | | **Category H - Command Vehicles** | | |
| Chevrolet (Sterling McCall) | 1500 PU | 2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed | $ 53,613.00 | 5% |
| Chevrolet (Sterling McCall) | 2500PU | 2023 Chevrolet Silverado 2500 2WD Crew Cab Custom/Work Truck Short Bed | $ 56,975.00 | 5% |
| Chevrolet (Sterling McCall) | Tahoe PPV | 2023 Chevrolet Tahoe 2WD 5.3L V8 | $ 57,680.00 | 5% |
| Chevrolet (Freedom) | Tahoe | Chevrolet Tahoe, 4X2 | $ 57,540.00 | 5% |
| Chevrolet (Freedom) | Tahoe | PPV Tahoe, standard colors, 4X2 | $ 58,065.00 | 5% |
| Chevrolet (Freedom) | Tahoe | PPV Tahoe, standard colors, 4X4 | $ 63,000.00 | 5% |
| Chevrolet (Freedom) | Tahoe | SSV Tahoe, standard colors, 4X2 | $ 56,700.00 | 5% |
| Chevrolet (Freedom) | Pick-up | SSV Tahoe, standard colors, 4X4 | $ 61,950.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 1500 Crew Cab, standard colors, 4X2 | $ 51,135.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 1500 Crew Cab, standard colors, 4X4 | $ 56,700.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 2500 Crew Cab, standard colors, 4X2 | $ 58,065.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 2500 Crew Cab, standard colors, 4X4 | $ 63,000.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 2500 Crew Cab, standard colors, 4X4, Diesel | $ 82,845.00 | 5% |
| Chevrolet (Freedom) | Pick-up | 5500 Regular cab, standard colors, 4X2, Amb Prep | $ 83,580.00 | 5% |
| Chevrolet (Freedom) | Suburban | Chevrolet Suburban 4X2 | $ 61,635.00 | 5% |
| Dodge (Freedom) | Passenger | Dodge Charger Pursuit V8, 4X2 | $ 40,845.00 | 5% |
| Dodge (Freedom) | Passenger | Dodge Charger Pursuit V6, AWD | $ 41,685.00 | 5% |
| Dodge (Freedom) | SUV | Dodge Pursuit Durango V6 AWD | $ 48,300.00 | 5% |

| | | | | | |
|---|---|---|---|---|---|
| Dodge (Freedom) | SUV | Dodge Pursuit Durango V8 AWD | $ | 51,135.00 | 5% |
| Ford (Freedom) | SUV | Ford Explorer Police Pkg, AWD | $ | 48,615.00 | 5% |
| Ford (Freedom) | SUV | Ford Explorer Police Pkg, AWD, Ecoboost | $ | 52,815.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X2 | $ | 61,845.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X4 | $ | 66,150.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X2, SSV | $ | 59,850.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition, 4X4, SSV | $ | 61,110.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition Max 4X2 | $ | 62,685.00 | 5% |
| Ford (Freedom) | SUV | Ford Expedition Max 4X4 | $ | 65,835.00 | 5% |
| | | **Category J - Service/Maintenance Plans** | | | |
| Oshkosh | ARFF Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | | |
| Frontline Communications | Vehicle Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | | |
| BME | Vehicle Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | | |
| Pierce Manufacturing | Vehicle Warranty | Multiple plans available by model - see Siddons-Martin Warranty/Service Table | | | |

DocuSign

## Certificate Of Completion

Envelope Id: 26841DC52E0E4C2CA6188AB99F7D6207
Status: Sent
Subject: Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 11564
Source Envelope:
Document Pages: 32
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, TX 77027
contracts@h-gac.com
IP Address: 12.11.127.21

## Record Tracking

Status: Original
12/11/2023 10:01:18 AM
Holder: Houston-Galveston Area Council
contracts@h-gac.com
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Jeff Doran<br>jdoran@siddons-martin.com<br>Director - Order Mnagement<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Jeff Doran<br>B2D885F985D14E7... | Sent: 12/11/2023 10:06:00 AM<br>Viewed: 12/11/2023 10:32:47 AM<br>Signed: 12/11/2023 10:32:59 AM |
| | Signature Adoption: Pre-selected Style<br>Using IP Address: 12.190.209.19 | |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Charles Wemple<br>charles.wemple@h-gac.com<br>Executive Director<br>Houston-Galveston Area Council<br>Security Level: Email, Account Authentication (None) | | Sent: 12/11/2023 10:33:01 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 12/11/2023 10:06:00 AM |
| **Payment Events** | **Status** | **Timestamps** |

| HGACBuy | CONTRACT PRICING WORKSHEET<br>For MOTOR VEHICLES Only | Contract No.: | FS12-23 | Date Prepared: | 8/19/2024 |
|---|---|---|---|---|---|

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.**

| | | | |
|---|---|---|---|
| Buying Agency: | City of Santa Fe | Contractor: | Siddons-Martin Emergency Group |
| Contact Person: | Daniel Garcia | Prepared By: | Jeffrey Doran |
| Phone: | 505-231-8561 | Phone: | 1-800-784-6806 |
| Fax: | | Fax: | |
| Email: | dagarcia@santafenm.gov | Email: | jdoran@siddons-martin.com |

| Product Description | Targhee | May 2024 Pricing | Targee Type 34 |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** $503,361.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary.**
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal B: | $0.00 |

**C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.**
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal C: | $0.00 |

| Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). | For this transaction the percentage is: | 0% |
|---|---|---|

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

| Quantity Ordered: | 1 | X Subtotal of A + B + C: | 503,361 | = | Subtotal D: | $503,361.00 |
|---|---|---|---|---|---|---|

| E. H-GAC Order Processing Charge (Amount Per Current Policy) | Subtotal E: | $2,000.00 |
|---|---|---|

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

| Description | Cost | Description | Cost |
|---|---|---|---|
| | | Stock unit 3892 Discount | -$19,011.00 |
| | | | |
| | | Subtotal F: | -$19,011.00 |

| Delivery Date: | 30-90 days ARO | G. Total Purchase Price (D+E+F): | $486,350.00 |
|---|---|---|---|

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

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

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

| PRODUCER | CONTACT NAME: Kathi Mauzy |
|---|---|
| Jacobs-Weber, Inc.<br>P.O. Box 67<br>Yoakum, TX 77995 | PHONE (A/C, No, Ext): 361-298-1050 FAX (A/C, No): 361-293-3074<br>E-MAIL ADDRESS: KMauzy@jacobs-weber.com |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Hartford Fire Insurance Company | 19682 |
| INSURER B: | Hartford Casualty Insurance Company | 29424 |
| INSURER C: | Twin City Fire Insurance Company | 29459 |
| INSURER D: | Navigators Specialty Insurance Company | 36056 |
| INSURER E: | | |
| INSURER F: | | |

INSURED: Siddons-Martin Emergency Group, LLC
1362 East Richey Road
Houston, Texas 77073

**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 | ✔ COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE ✔ OCCUR<br>✔ Includes Garage Operations<br>GEN'L AGGREGATE LIMIT AF ✔ 3 PER:<br>POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 41 UEN OI8044<br>41 UEN OI8045 | 03/01/2024 | 03/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>300,000<br>10,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| A | AUTOMOBILE LIABILITY<br>✔ ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | Y | Y<br>Y | | 03/01/2024 | 03/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| B | ✔ UMBRELLA LIAB ✔ OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED ✔ RETENTION $ 10,000 | Y | | ~~41 WE OI8H2N~~<br>65 HHU OL2724 | ~~03/01/2024~~<br>03/01/2024 | ~~03/01/2025~~<br>03/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | | | | ✔ PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| A | Customers Autos/Stock Autos | | | 65 UUN OL2723 | 03/01/2024 | 03/01/2025 | Limit of Insurance | | $42,225,000 |
| A | Property | | | 65 UUN OL2723 | 03/01/2024 | 03/01/2025 | Limit of Insurance | | $5,000,000 |
| D | Pollution Liability | Y | Y | NY21ESPZ07GB3IC | 03/02/2021 | 03/02/2026 | Occ/Agg Limit | | $5MIL/$5MIL |

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

**CERTIFICATE HOLDER**

File Copy

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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CITY OF ALBUQUERQUE

# BUSINESS REGISTRATION

CITY OF ALBUQUERQUE
P.O. BOX 1293
ALBUQUERQUE, NM 87102

SIDDONS MARTIN EMERGENCY GROUP LLC
1362 EAST RICHEY ROAD
HOUSTON TX 77073

---

# CITY OF ALBUQUERQUE

SIDDONS MARTIN EMERGENCY GROUP LLC
4214 2ND ST NW
ALBUQUERQUE NM

PERMIT NO: COM-2017-343661

PROGRAM: BUSINESS REGISTRATION

EFFECTIVE FROM: 03/06/2024 THROUGH: 03/05/2025

---

HAVING COMPLIED WITH THE FEE REQUIREMENTS OF CHAPTER 13 ARTICLE 1 OF THE REVISED ORDINANCES.

REGISTRATION OR LICENSING WITH THE CITY OF ALBUQUERQUE AND PAYMENT OF FEES DOES NOT CONSTITUTE A WAIVER OF ANY REQUIREMENTS OR PROVISIONS CONTAINED AT ANY LAW.

THE ACTIVITY/BUSINESS PROPOSED TO BE CONDUCTED AT ANY LOCATION WITHIN THE CITY SHALL BE APPROVED BY THE CITY'S ZONING ENFORCEMENT OFFICER PRIOR TO COMMENCING THE ACTIVITY/BUSINESS.

PLANNING DEPARTMENT - CODE ENFORCEMENT DIVISION

WWW.BIZTEG.CABQ.GOV

(505) 924-3890

POST IN A CONSPICUOUS PLACE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Siddons Martin Emergency Group, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1362 E Richey Road

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, Texas 77073

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 7 | – | 4 | 3 | 3 | 3 | 5 | 9 | 0 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 3/15/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation. |
| • Individual or<br>• Sole proprietorship | Individual/sole proprietor. |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| • Partnership | Partnership. |
| • Trust/estate | Trust/estate. |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| • Interest and dividend payments | All exempt payees except for 7. |
| • Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends | Exempt payees 1 through 4. |
| • Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5.[2] |
| • Payments made in settlement of payment card or third-party network transactions | Exempt payees 1 through 4. |

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor* |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))** | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF SANTA FE

**Date:** November 22, 2024

To: Governing Body

**Via:** Regina Wheeler
Regina Wheeler (Nov 22, 2024 10:55 MST)
Regina Wheeler, Public Works Department Director

**From:** Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager RGM

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**ACTION:**
Request Approval of a Budget Adjustment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $112,000 to FY 2025 WIP Design for the Engineering Design of Henry Lynch Reconstruction Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

**BACKGROUND AND SUMMARY:**
The engineering design of Henry Lynch Road Reconstruction Project began in 2022 with funding from the New Mexico Department of Transportation (NMDOT) via its Transportation Project Fund Program for $450,000. At the first public meeting conducted in 2022, the residents voiced concern about the poor drainage system causing regular flooding. However, the NMDOT funding is only for roadway design. An additional $112,000 is needed to address poor drainage system. The roadway design is approaching 60% completion. Henry Lynch Road Reconstruction project is included in Table 80 Planned Major Roads Improvements of the *Infrastructure and Capital Improvements Plan* for $3M of road impact fees.

**The funding source is**: Road Impact Fees
**Fund Name/Number**: CIP
**Munis Expenditure Org Name/Number:** CIP ORG 3309980
**Munis Expenditure Object Name/Number:** WIP Design/572960
**Project Ledger Number:** ST193300D

**ATTACHMENTS:**
BAR

Approved by:
Halona Crowe
Halona Crowe

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works / Streets Roadways | 11/15/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP DESIGN - Henry Lynch Reconstruction | 3309980 | 572960 | ST193300D | 112,000 | |
| Capital Transfer Out to 330 Roadways/Trails CIP | 2320471 | 760330 | | 112,000 | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Capital Transfer in from 232 Impact Fees | 3309980 | 660232 | | (112,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 112,000 | $ - |

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

Additional funding neeed for Design and Engineering for the Henry Lynch Reconstruction project from Impact Fees,

approved per Resolution 2020-50 Table 80.

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 232 | (112,000) |
| | |
| | |
| | |
| TOTAL: | (112,000) |

Halona Crowe — 11/15/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 22 2024 10:55 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
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# CM 600 BAR Herny Lynch Reconstruction

Final Audit Report 2024-11-22

| | |
|---|---|
| Created: | 2024-11-22 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAvcEvhlAxw3fSax28xhd6q-mTw73NYrmD |

## "CM 600 BAR Herny Lynch Reconstruction" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2024-11-22 - 4:07:10 PM GMT- IP address: 63.232.20.2

Document emailed to Halona Crowe (hcrowe@santafenm.gov) for signature
2024-11-22 - 4:07:50 PM GMT

Email viewed by Halona Crowe (hcrowe@santafenm.gov)
2024-11-22 - 4:10:37 PM GMT- IP address: 63.232.20.2

Document e-signed by Halona Crowe (hcrowe@santafenm.gov)
Signature Date: 2024-11-22 - 4:11:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2024-11-22 - 4:11:23 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-22 - 5:55:42 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-11-22 - 5:55:56 PM GMT- IP address: 216.207.130.218

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-11-22 - 5:55:58 PM GMT - Time Source: server- IP address: 216.207.130.218

Agreement completed.
2024-11-22 - 5:55:58 PM GMT

Powered by Adobe Acrobat Sign

# CM 600 BAR Herny Lynch Reconstruction dept

Final Audit Report 2024-11-22

| | |
|---|---|
| Created: | 2024-11-22 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAil2RYAGSuQosU8gLCrYtuqqaiCJ4TdKM |

## "CM 600 BAR Herny Lynch Reconstruction dept" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2024-11-22 - 6:17:58 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-11-22 - 6:18:19 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-22 - 6:52:23 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-22 - 6:52:52 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-22 - 6:52:52 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

**Date:** November 22, 2024

To: Governing Body

**Via:** Regina Wheeler
Regina Wheeler (Nov 22, 2024 10:57 MST)
Regina Wheeler, Public Works Department Director

**From:** Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager RGM

---

**ACTION:**
Request Approval of a Budget Adjustment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $489,000 to FY 2025 WIP Construction for Construction Engineering and Management Services of Agua Fria Street and Cottonwood Drive Roundabout Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

**BACKGROUND AND SUMMARY:**
The City is starting to construct the Agua Fria Street – Cottonwood Drive Roundabout project with $3M federal funding as soon as the Contractor's Construction Services Agreement has been approved by the Governing Body. However, the federal grant does not pay for construction engineering and management services which includes NMDOT certified construction inspectors and material testing. An additional $489,000 road impact fees is requested to pay for these services. Construction is estimated to last from 15 to 18 months depending on the weather and supply chain.

The Agua Fria Street – Cottonwood Drive Roundabout project is included in Table 80 - Planned Major Roads Improvements of the *Infrastructure and Capital Improvements Plan* for $2M of road impact fees.

**The funding source is**: Road Impact Fees
**Fund Name/Number**: CIP
**Munis Expenditure Org Name/Number:** CIP ORG 3309980
**Munis Expenditure Object Name/Number:** WIP Construction/572970
**Project Ledger Number:** ST2433002-CONSTRUC-Fees

**ATTACHMENTS:**
BAR

Approved by:
Halona Crowe
Halona Crowe

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works / Streets Roadways | 11/15/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP Construction - Agua Fria/Cottonwood | 3309980 | 572970 | ST2433002-CONSTRUC-Fees | 489,000 | |
| Capital Transfer Out to 330 Roadways/Trails CIP | 2320471 | 760330 | | 489,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Capital Transfer in from 232 Impact Fees | 3309980 | 660232 | | (489,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 489,000 | $ - |

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

Additional funding neeed for Construction Management and Engineering oversight for the Agua Fria/Cottonwood Intersection improvements project from Impact Fees, approved per Resolution 2020-50 Table 80.

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 232 | (489,000) |
| | |
| | |
| | |
| **TOTAL:** | **(489,000)** |

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Halona Crowe — 11/15/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 22, 2024 10:57 MST)
Department Director Signature — Date

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# CM 600 BAR Agua Fria-Cottonwood

Final Audit Report 2024-11-22

| | |
|---|---|
| Created: | 2024-11-22 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAV0Te4jmAvl9l73dl3FW7LA5blWjumrxj |

## "CM 600 BAR Agua Fria-Cottonwood" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2024-11-22 - 4:04:44 PM GMT- IP address: 63.232.20.2

Document emailed to Halona Crowe (hcrowe@santafenm.gov) for signature
2024-11-22 - 4:05:44 PM GMT

Email viewed by Halona Crowe (hcrowe@santafenm.gov)
2024-11-22 - 4:08:04 PM GMT- IP address: 63.232.20.2

Document e-signed by Halona Crowe (hcrowe@santafenm.gov)
Signature Date: 2024-11-22 - 4:10:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2024-11-22 - 4:10:29 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-22 - 4:13:07 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-11-22 - 5:57:06 PM GMT- IP address: 216.207.130.218

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-11-22 - 5:57:08 PM GMT - Time Source: server- IP address: 216.207.130.218

Agreement completed.
2024-11-22 - 5:57:08 PM GMT

Powered by Adobe Acrobat Sign

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** December 4, 2024

**TO:** Governing Body

**FROM:** Bernadette Salazar, HR Director BJS

**VIA:** Randy Randall, Interim City Manager RR

---

**ITEM:**

Request for approval of the Memorandum of Agreement between the City of Santa Fe and Local 2059 City of Santa Fe Fire Department Employees, of the International Association of Firefighters (IAFF), for a one-time retention incentive payment in the amount of $1,000.

**BACKGROUND AND SUMMARY:**

The Governing Body approved a Budget Adjustment Resolution from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive in an effort to retain Fire bargaining unit employees. Bargaining unit employees will agree to an additional six months of service with the City of Santa Fe.

**ACTION REQUESTED:**

The city's management team and Local 2059 City of Santa Fe Fire Department Employees, of the International Association of Firefighters (IAFF) leadership respectfully request your review and approval of the Memorandum of Agreement between the City of Santa Fe and Local 2059 City of Santa Fe Fire Department Employees, of the International Association of Firefighters (IAFF) as described above.

**Signature:** Randy Randall (Dec 5, 2024 08:21 MST)

**Email:** rrandall@santafenm.gov

**MEMORANDUM OF AGREEMENT BETWEEN CITY OF SANTA FE AND LOCAL 2059 CITY OF SANTA FE FIRE DEPARTMENT EMPLOYEES, OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR A ONE TIME RETENTION PAYMENT**

---

**THIS MEMORANDUM OF AGREEMENT** ("MOA") is entered into by and between the City of Santa Fe, NM ("City") and the International Association of Firefighters ("Union"). The Union and City are collectively referred to as the ("Parties").

**WHEREAS,** the Union is the collective bargaining representative for the employees covers by this MOA, and

**WHEREAS**, the city of Santa Fe strives to remain competitive and retain city employees.

**WHEREAS,** the Governing Body is considering a Budget Adjustment Resolution (BAR) from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive pay for IAFF bargaining unit employees. This is one-time funding and cannot be used for recurring expenses.

**Now, therefore, the Parties agree to the following**:

I. **EFFECTIVE DATE**: The Parties agree that, contingent upon Governing Body approval of the budget allocation and so long as both parties sign this MOA, the "effective date" is the date that the last Party executes this MOA.

II. **TERMS OF MOA**: This MOA is a one-time retention payment of $1,000 per eligible bargaining unit employee. The Parties agree the bargaining unit employee must comply with the following to be eligible for the payment:

   a. To become eligible for the funding the bargaining unit employee must sign an agreement detailing they agree to an additional six months of service with City of Santa Fe. (Attachment 1).

   b. The agreement must be signed no later than December 4, 2024 and the payment will be made by December31, 2024.

   c. The intent of this MOA and retention incentive is to help with retention of city employees; therefore, it does not apply to bargaining unit employees on a retirement contract or who are in the process of resigning.

III. **FREELY AND VOLUNTARILY ENTERED**: This MOA has been entered into freely and voluntarily between the Parties, based on their own judgement, knowledge,

and information without relying on any promises or understanding except as expressly provided herein.

IV. **MOA CREATES NO THIRD-PARTY BENEFITS**: By entering into this MOA, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOA or seek to enforce this MOA as a third-party beneficiary of this MOA.

V. **NO FURTHER AGREEMENT**. This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, between the Parties or their agents shall be valid or enforceable unless embodied in this MOA.

VI. **SEVERABILITY**. In case any one or more of the provisions contained in this MOA 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.

VII. **ELECTRONIC SIGNATURES**. The Parties agree that this MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this _____day of December 2024.

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTESTS:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
_____
CHRISTOPHER W. RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Randy Randall
_____
RANDY RANDALL, INTERIM CITY MANAGER

Adan Lopez
Adan Lopez (Dec 2, 2024 16:27 MST)
_____
ADAN LOPEZ, IAFF PRESIDENT

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Bernadette Salazar
_____
BERNADETTE SALAZAR, HUMAN RESOURCES DIRECTOR

# 2024 IAFF Memorandum of Agreement retention incentive

Final Audit Report 2024-12-02

| | |
|---|---|
| Created: | 2024-12-02 |
| By: | VICTORIA VELARDE (vevelarde@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA0eKGfaIZPbgGBsPIe7tQke6_gLA_LFrK |

## "2024 IAFF Memorandum of Agreement retention incentive" History

Document created by VICTORIA VELARDE (vevelarde@santafenm.gov)
2024-12-02 - 11:20:55 PM GMT- IP address: 63.232.20.2

Document emailed to aslopez@santafenm.gov for signature
2024-12-02 - 11:21:28 PM GMT

Email viewed by aslopez@santafenm.gov
2024-12-02 - 11:26:43 PM GMT- IP address: 104.47.65.254

Signer aslopez@santafenm.gov entered name at signing as Adan Lopez
2024-12-02 - 11:27:16 PM GMT- IP address: 63.232.20.2

Document e-signed by Adan Lopez (aslopez@santafenm.gov)
Signature Date: 2024-12-02 - 11:27:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-12-02 - 11:27:18 PM GMT

Powered by Adobe Acrobat Sign

**Signature:** Christopher W. Ryan
Christopher W. Ryan (Dec 5, 2024 06:55 MST)

**Email:** cwryan@santafenm.gov

**Signature:** Emily K. Oster

**Email:** ekoster@santafenm.gov

**Signature:** Randy Randall
Randy Randall (Dec 5, 2024 17:36 MST)

**Email:** rrandall@santafenm.gov

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** December 4, 2024

**TO:** Governing Body

**FROM:** Bernadette Salazar, HR Director BJS

**VIA:** Randy Randall, Interim City Manager RR

---

**ITEM:**

Request for approval of the Memorandum of Agreement between the City of Santa Fe and the Santa Fe Police Officer's Association for a one-time retention incentive payment in the amount of $1,000.

**BACKGROUND AND SUMMARY:**

The Governing Body approved a Budget Adjustment Resolution from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive in an effort to retain POA bargaining unit employees. Bargaining unit employees will agree to an additional six months of service with the City of Santa Fe.

**ACTION REQUESTED:**

The city's management team and POA leadership respectfully request your review and approval of the Memorandum of Agreement between the City of Santa Fe and the Santa Fe Police Officer's Association as described above.

**Signature:** Randy Randall (Dec 5, 2024 08:21 MST)

**Email:** rrandall@santafenm.gov

**MEMORANDUM OF AGREEMENT BETWEEN CITY OF SANTA FE AND THE SANTA FE POLICE OFFICER'S ASSOCIATION FOR A ONE TIME RETENTION PAYMENT**

---

**THIS MEMORANDUM OF AGREEMENT** ("MOA") is entered into by and between the City of Santa Fe, NM ("City") and the Police Officer's Association for a One Time Retention Payment ("Union"). The Union and City are collectively referred to as the ("Parties").

**WHEREAS,** the Union is the collective bargaining representative for the employees covers by this MOA, and

**WHEREAS**, the city of Santa Fe strives to remain competitive and retain city employees.

**WHEREAS,** the Governing Body is considering a Budget Adjustment Resolution (BAR) from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive pay for POA bargaining unit employees.

**Now, therefore, the Parties agree to the following**:

I. **EFFECTIVE DATE**: The Parties agree that contingent upon Governing Body approval of the budget allocation and so long as both parties sign this MOA, the "effective date" is the date that the last Party executes this MOA.

II. **TERMS OF MOA**: This MOA is a one-time retention payment of $1,000 per eligible bargaining unit employee. The Parties agree the bargaining unit employee must comply with the following to be eligible for the payment:

   a. To become eligible for the funding the bargaining unit employee must sign an agreement detailing they agree to an additional six months of service with City of Santa Fe. (Attachment 1).

   b. The agreement must be signed no later than December 6, 2024, and the payment will be made by December 31, 2024.

   c. The intent of this MOA and retention incentive is to help with retention of city employees; therefore, it does not apply to bargaining unit employees on a retirement contract or who are in the process of resigning.

III. **FREELY AND VOLUNTARILY ENTERED**: This MOA has been entered into freely and voluntarily between the Parties, based on their own judgement, knowledge, and information without relying on any promises or understanding except as expressly provided herein.

IV. **MOA CREATES NO THIRD-PARTY BENEFITS**: By entering into this MOA, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOA or seek to enforce this MOA as a third-party beneficiary of this MOA.

V. **NO FURTHER AGREEMENT**. This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, between the Parties or their agents shall be valid or enforceable unless embodied in this MOA.

VI. **SEVERABILITY**. In case any one or more of the provisions contained in this MOA 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.

VII. **ELECTRONIC SIGNATURES**. The Parties agree that this MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this _____day of December 2024.

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTESTS:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
_____
CHRISTOPHER W. RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Randy Randall
_____
RANDY RANDALL, INTERIM CITY MANAGER

J. Plummer POA President
_____
JAMES PLUMMER, POA PRESIDENT

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Bernadette Salazar
_____
BERNADETTE SALAZAR, HUMAN RESOURCES DIRECTOR

**Signature:** Christopher W. Ryan
Christopher W. Ryan (Dec 5, 2024 07:00 MST)

**Email:** cwryan@santafenm.gov

**Signature:** Emily K. Oster

**Email:** ekoster@santafenm.gov

**Signature:**
Randy Randall (Dec 5, 2024 17:34 MST)

**Email:** rrandall@santafenm.gov

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** December 4, 2024

**TO:** Governing Body

**FROM:** Bernadette Salazar, HR Director BJS

**VIA:** Randy Randall, Interim City Manager RR

---

**ITEM:**

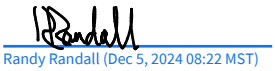
Request for approval of the Memorandum of Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO for a one-time retention incentive payment in the amount of $1,000.

**BACKGROUND AND SUMMARY:**

The Governing Body approved a Budget Adjustment Resolution from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive in an effort to retain AFSCME bargaining unit employees. Bargaining unit employees will agree to an additional six months of service with the City of Santa Fe.

**ACTION REQUESTED:**

The city's management team and AFSCME leadership respectfully request your review and approval of the Memorandum of Agreement between the City of Santa Fe and Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO as described above.

**Signature:** 
Randy Randall (Dec 5, 2024 08:22 MST)

**Email:** rrandall@santafenm.gov

**MEMORANDUM OF AGREEMENT BETWEEN CITY OF SANTA FE AND THE LOCAL 3999 CITY OF SANTA FE EMPLOYEES, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 18, AFL-CIO FOR A ONE TIME RETENTION PAYMENT**

---

**THIS MEMORANDUM OF AGREEMENT** ("MOA") is entered into by and between the City of Santa Fe, NM ("City") and the Local 3999 City of Santa Fe Employees, of the American Federation of State, County and Municipal Employees Council 18, AFL-CIO ("Union"). The Union and City are collectively referred to as the ("Parties").

**WHEREAS,** the Union is the collective bargaining representative for the employees covers by this MOA, and

**WHEREAS**, the city of Santa Fe strives to remain competitive and retain city employees.

**WHEREAS,** the Governing Body is considering a Budget Adjustment Resolution (BAR) from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances and a budget allocation for FY2025 for retention incentive pay for AFSCME bargaining unit employees. This is one-time funding and cannot be used for recurring expenses.

**Now, therefore, the Parties agree to the following**:

I. **EFFECTIVE DATE**: The Parties agree that, contingent upon Governing approval of the budget allocation and so long as both parties sign this MOA, the "effective date" is the date that the last Party executes this MOA.

II. **TERMS OF MOA**: This MOA is a one-time retention payment of $1,000 per eligible bargaining unit employee. The Parties agree the bargaining unit employee must comply with the following to be eligible for the payment:

a. To become eligible for the funding the bargaining unit employee must sign an agreement detailing they agree to an additional six months of service with City of Santa Fe. (Attachment 1).

b. The agreement must be signed no later than December 6, 2024 and the payment will be made by December 31, 2024.

c. The intent of this MOA and retention incentive is to help with retention of city employees; therefore, it does not apply to bargaining unit employees on a retirement contract or who are in the process of resigning.

III. **FREELY AND VOLUNTARILY ENTERED**: This MOA has been entered into freely and voluntarily between the Parties, based on their own judgement, knowledge, and information without relying on any promises or understanding except as expressly provided herein.

IV. **MOA CREATES NO THIRD-PARTY BENEFITS**: By entering into this MOA, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOA or seek to enforce this MOA as a third-party beneficiary of this MOA.

V. **NO FURTHER AGREEMENT**. This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, between the Parties or their agents shall be valid or enforceable unless embodied in this MOA.

VI. **SEVERABILITY**. In case any one or more of the provisions contained in this MOA 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.

VII. **ELECTRONIC SIGNATURES**. The Parties agree that this MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this _____day of December 2024.

CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTESTS:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan
Christopher W. Ryan (Dec 3, 2024 12:18 MST)
CHRISTOPHER W. RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Randy Randall (Dec 3, 2024 12:22 MST)
RANDY RANDALL, INTERIM CITY MANAGER

12/3/24
GILBERT BACA, AFSCME PRESIDENT

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Bernadette Salazar
BERNADETTE SALAZAR, HUMAN RESOURCES DIRECTOR

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

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


## MEMORANDUM

**Date:** November 22, 2024

**To:** Finance Committee and Governing Body

**From:** Bernadette Salazar, HR Director

**Through:** Randy Randall, Interim City Manager
Emily Oster, Finance Director

**Re:** Retention Incentives

---

**BACKGROUND AND SUMMARY:**

In an effort to retain city employees, the city is proposing to implement a retention incentive comparable to last year. The same amount is contemplated for bargaining unit employees subject to approval from the unions. An agreement cannot exceed the allocated amount.

**ACTION REQUESTED:**

Request Approval of a Budget Adjustment Resolution (BAR) in the amount of $1,389,478 from Gross Receipts Taxes (GRT) in excess of budgeted estimates and available fund balances. This is to fund employee retention incentives of $1,000 for city employees. An agreement will be presented to employees for consideration of the incentive to include the requirement to remain employed until at least June 30, 2025, otherwise the retention incentive will have to be paid back to the city. This agreement is consistent with those implemented when issuing retention incentive payments in the past years.

**FUNDING SOURCE:**
GRT in excess of budgeted estimates and available fund balances.

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Fire Emergency Svcs Admin - salaries | 1000021 | 500110 | | 149,000 | |
| Fire Emergency Svcs Admin - FICA | 1000021 | 503100 | | 2,161 | |
| City Manager Admin - salaries | 1000035 | 500110 | | 4,000 | |
| City Manager Admin - FICA | 1000035 | 503100 | | 306 | |
| Public Defender - salaries | 1000040 | 500110 | | 1,000 | |
| Public Defender - FICA | 1000040 | 503100 | | 77 | |
| Police Patrol Admin - salaries | 1000065 | 500110 | | 115,000 | |
| Police Patrol Admin - FICA | 1000065 | 503100 | | 1,854 | |
| Police Patrol Support - salaries | 1000066 | 500110 | | 18,000 | |
| Police Patrol Support - FICA | 1000066 | 503100 | | 1,377 | |
| Police Investigations Admin - salaries | 1000067 | 500110 | | 28,000 | |
| Police Investigations Admin - FICA | 1000067 | 503100 | | 406 | |
| Police Investigations Support - salaries | 1000068 | 500110 | | 3,000 | |
| Police Investigations Support - FICA | 1000068 | 503100 | | 230 | |
| Library Admin - salaries | 1000101 | 500110 | | 2,000 | |
| Library Admin - FICA | 1000101 | 503100 | | 153 | |
| Main Library - salaries | 1000102 | 500110 | | 15,000 | |
| Main Library - FICA | 1000102 | 503100 | | 1,148 | |
| LaFarge Library - salaries | 1000103 | 500110 | | 13,000 | |
| LaFarge Library - FICA | 1000103 | 503100 | | 995 | |
| Library Technical Svcs - salaries | 1000105 | 500110 | | 8,000 | |
| Library Technical Svcs - FICA | 1000105 | 503100 | | 612 | |
| YFD Admin - salaries | 1000121 | 500110 | | 1,000 | |
| YFD Admin - FICA | 1000121 | 503100 | | 77 | |
| Accounting - salaries | 1000142 | 500110 | | 8,000 | |
| Accounting - FICA | 1000142 | 503100 | | 612 | |
| Budget Office - salaries | 1000146 | 500110 | | 3,000 | |
| Budget Office - FICA | 1000146 | 503100 | | 230 | |
| Treasury Admin - salaries | 1000151 | 500110 | | 8,000 | |
| Treasury Admin - FICA | 1000151 | 503100 | | 612 | |
| Fire - Wildland (GF) - salaries | 1000173 | 500110 | | 5,000 | |
| Fire - Wildland (GF) - FICA | 1000173 | 503100 | | 73 | |
| Fire Support Svcs Adm - salaries | 1000181 | 500110 | | 19,000 | |
| Fire Support Svcs Adm - FICA | 1000181 | 503100 | | 648 | |
| Fire Medical Svcs - salaries | 1000186 | 500110 | | 11,000 | |
| Fire Medical Svcs - FICA | 1000186 | 503100 | | 468 | |
| City Council - salaries | 1000201 | 500110 | | 8,000 | |
| City Council - FICA | 1000201 | 503100 | | 612 | |
| Mayors Office - salaries | 1000202 | 500110 | | 2,000 | |
| Mayors Office - FICA | 1000202 | 503100 | | 153 | |
| **JUSTIFICATION:** *(use additional page if needed)* | | | | | |
| *--Attach supporting documentation/memo* | | | | $ 433,804 | $ - |

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives

of $1,000 per employee

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| *[See last page]* | |
| | |
| **TOTAL:** | **0** |

| | | | | |
|---|---|---|---|---|
| Anita C. Medina | 10/31/2024 | *{Use this form for Finance Committee/ City Council agenda items ONLY}* | Andy Hopkins | 11/1/2024 |
| Prepared By *{print name}* | Date | **CITY COUNCIL APPROVAL** | Budget Officer | Date |
| | | *City Council Approval Date* | *N/A* | |
| Division Director Signature *{optional}* | Date | | Finance Director *{≤ $5,000}* | Date |
| Bernadette Salazar | Nov 1, 2024 | *Agenda Item #:* | *N/A* | |
| Department Director Signature | Date | | City Manager *{≤ $60,000}* | Date |

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| City Clerk Admin - salaries | 1000211 | 500110 | | 2,000 | |
| City Clerk Admin - FICA | 1000211 | 503100 | | 153 | |
| Mail & Duplication - salaries | 1000214 | 500110 | | 3,000 | |
| Mail & Duplication - FICA | 1000214 | 503100 | | 230 | |
| Records Management - salaries | 1000215 | 500110 | | 1,000 | |
| Records Management - FICA | 1000215 | 503100 | | 77 | |
| Asset Management - salaries | 1000220 | 500110 | | 1,000 | |
| Asset Management - FICA | 1000220 | 503100 | | 77 | |
| Human Resources Admin - salaries | 1000231 | 500110 | | 13,000 | |
| Human Resources Admin - FICA | 1000231 | 503100 | | 995 | |
| Inspections Adm - salaries | 1000291 | 500110 | | 18,000 | |
| Inspections Adm - FICA | 1000291 | 503100 | | 1,377 | |
| Police Administration (GF) - salaries | 1000310 | 500110 | | 42,000 | |
| Police Administration (GF) - FICA | 1000310 | 503100 | | 1,973 | |
| Paint/Sign Operations/Maint - salaries | 1000412 | 500110 | | 3,000 | |
| Paint/Sign Operations/Maint - FICA | 1000412 | 503100 | | 230 | |
| Signals Operations/Maintenance - salaries | 1000415 | 500110 | | 4,000 | |
| Signals Operations/Maintenance - FICA | 1000415 | 503100 | | 306 | |
| Traffic Engineering - salaries | 1000416 | 500110 | | 1,000 | |
| Traffic Engineering - FICA | 1000416 | 503100 | | 77 | |
| Custodial Section - salaries | 1000434 | 500110 | | 22,000 | |
| Custodial Section - FICA | 1000434 | 503100 | | 1,683 | |
| Facilities Maintenance - salaries | 1000435 | 500110 | | 12,000 | |
| Facilities Maintenance - FICA | 1000435 | 503100 | | 918 | |
| Streets Admin - salaries | 1000471 | 500110 | | 19,000 | |
| Streets Admin - FICA | 1000471 | 503100 | | 1,454 | |
| Com Svc Admin - salaries | 1001001 | 500110 | | 7,000 | |
| Com Svc Admin - FICA | 1001001 | 503100 | | 536 | |
| Finance Administration - salaries | 1001501 | 500110 | | 5,000 | |
| Finance Administration - FICA | 1001501 | 503100 | | 383 | |
| Grants Management - salaries | 1001660 | 500110 | | 3,000 | |
| Grants Management - FICA | 1001660 | 503100 | | 230 | |
| Payroll - salaries | 1001675 | 500110 | | 3,000 | |
| Payroll - FICA | 1001675 | 503100 | | 230 | |
| Purchasing - salaries | 1001700 | 500110 | | 6,000 | |
| Purchasing - FICA | 1001700 | 503100 | | 459 | |
| Fire Administration - salaries | 1002001 | 500110 | | 4,000 | |
| Fire Administration - FICA | 1002001 | 503100 | | 182 | |
| City Attorney - salaries | 1002550 | 500110 | | 20,000 | |
| City Attorney - FICA | 1002550 | 503100 | | 1,530 | |
| | | | | $ 202,100 | $ - |

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

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives of $1,000 per employee

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| *[See last page]* | |
| | |
| **TOTAL:** | **0** |

Anita C. Medina — 10/31/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

*[See BAR P1 for signatures]*
Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

*[See BAR P1 for signatures]*
Budget Officer — Date

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

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

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Constituent Services - salaries | 1002575 | 500110 | | 10,000 | |
| Constituent Services - FICA | 1002575 | 503100 | | 765 | |
| Municipal Court (GF) - salaries | 1002700 | 500110 | | 14,000 | |
| Municipal Court (GF) - FICA | 1002700 | 503100 | | 1,071 | |
| Affordable Housing Admin - salaries | 1002750 | 500110 | | 2,000 | |
| Affordable Housing Admin - FICA | 1002750 | 503100 | | 153 | |
| Economic Development Admin - salaries | 1002800 | 500110 | | 6,000 | |
| Economic Development Admin - FICA | 1002800 | 503100 | | 459 | |
| Emergency Management (GF) - salaries | 1002850 | 500110 | | 1,000 | |
| Emergency Management (GF) - FICA | 1002850 | 503100 | | 77 | |
| Parks, Trails & Watershed Adm - salaries | 1004150 | 500110 | | 55,000 | |
| Parks, Trails & Watershed Adm - FICA | 1004150 | 503100 | | 4,208 | |
| Recreation Administration - salaries | 1004200 | 500110 | | 24,000 | |
| Recreation Administration - FICA | 1004200 | 503100 | | 1,836 | |
| Planning & Land Use Admin - salaries | 1004501 | 500110 | | 6,000 | |
| Planning & Land Use Admin - FICA | 1004501 | 503100 | | 459 | |
| Building Permits - salaries | 1004550 | 500110 | | 9,000 | |
| Building Permits - FICA | 1004550 | 503100 | | 689 | |
| Current Planning - salaries | 1004600 | 500110 | | 10,000 | |
| Current Planning - FICA | 1004600 | 503100 | | 765 | |
| Historic Preservation (GF) - salaries | 1004650 | 500110 | | 4,000 | |
| Historic Preservation (GF) - FICA | 1004650 | 503100 | | 306 | |
| Technical Review - salaries | 1004850 | 500110 | | 6,000 | |
| Technical Review - FICA | 1004850 | 503100 | | 459 | |
| Public Works Admin - salaries | 1006001 | 500110 | | 5,000 | |
| Public Works Admin - FICA | 1006001 | 503100 | | 383 | |
| Metro Redevelopment Agency - salaries | 2120128 | 500110 | | 1,000 | |
| Metro Redevelopment Agency - FICA | 2120128 | 503100 | | 77 | |
| Economic Development Ops - salaries | 2122800 | 500110 | | 1,000 | |
| Economic Development Ops - FICA | 2122800 | 503100 | | 77 | |
| Lodgers Tax Admin - salaries | 2130151 | 500110 | | 1,000 | |
| Lodgers Tax Admin - FICA | 2130151 | 503100 | | 77 | |
| Visit Santa Fe - Admin - salaries | 2130521 | 500110 | | 22,000 | |
| Visit Santa Fe - Admin - FICA | 2130521 | 503100 | | 1,683 | |
| Arts & Culture Admin - salaries | 2132775 | 500110 | | 4,000 | |
| Arts & Culture Admin - FICA | 2132775 | 503100 | | 306 | |
| Fire Support Svcs (Spec Rev) - salaries | 2210181 | 500110 | | 1,000 | |
| Fire Support Svcs (Spec Rev) - FICA | 2210181 | 503100 | | 77 | |
| Emergency Management - salaries | 2212850 | 500110 | | 1,000 | |
| Emergency Management - FICA | 2212850 | 503100 | | 77 | |
| | | | | $ 197,004 | $ - |

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

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives of $1,000 per employee

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| *[See last page]* | |
| | |
| **TOTAL:** | **0** |

Anita C. Medina — 10/31/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

*[See BAR P1 for signatures]*
Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

*[See BAR P1 for signatures]*
Budget Officer — Date

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

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

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Storm Water Drainage - salaries | 2310411 | 500110 | | 2,000 | |
| Storm Water Drainage - FICA | 2310411 | 503100 | | 153 | |
| Impact Fees Admin - salaries | 2324501 | 500110 | | 1,000 | |
| Impact Fees Admin - FICA | 2324501 | 503100 | | 77 | |
| Metropolitan Planning Org - salaries | 2334800 | 500110 | | 3,000 | |
| Metropolitan Planning Org - FICA | 2334800 | 503100 | | 230 | |
| Housing/Comm Dvlpmt Prgs - salaries | 2402750 | 500110 | | 1,000 | |
| Housing/Comm Dvlpmt Prgs - FICA | 2402750 | 503100 | | 77 | |
| Senior Center Programs - salaries | 2410111 | 500110 | | 5,000 | |
| Senior Center Programs - FICA | 2410111 | 503100 | | 383 | |
| Senior In-Home Support Prgms - salaries | 2410113 | 500110 | | 10,000 | |
| Senior In-Home Support Prgms - FICA | 2410113 | 503100 | | 765 | |
| Senior Nutrition Programs - salaries | 2410114 | 500110 | | 14,000 | |
| Senior Nutrition Programs - FICA | 2410114 | 503100 | | 1,071 | |
| Senior Transportation Programs - salaries | 2410115 | 500110 | | 9,000 | |
| Senior Transportation Programs - FICA | 2410115 | 503100 | | 689 | |
| Senior Volunteer Programs - salaries | 2410116 | 500110 | | 5,000 | |
| Senior Volunteer Programs - FICA | 2410116 | 503100 | | 383 | |
| Southside Library Ops - salaries | 2510104 | 500110 | | 13,000 | |
| Southside Library Ops - FICA | 2510104 | 503100 | | 995 | |
| Children & Youth Activities - salaries | 2560122 | 500110 | | 4,000 | |
| Children & Youth Activities - FICA | 2560122 | 503100 | | 306 | |
| Recreation-Teen Center Progs - salaries | 2560422 | 500110 | | 8,000 | |
| Recreation-Teen Center Progs - FICA | 2560422 | 503100 | | 612 | |
| Recreation-Youth Programs - salaries | 2560423 | 500110 | | 6,000 | |
| Recreation-Youth Programs - FICA | 2560423 | 503100 | | 459 | |
| Streets Maintenance - salaries | 3300087 | 500110 | | 5,000 | |
| Streets Maintenance - FICA | 3300087 | 503100 | | 383 | |
| Streets - Gas Tax - salaries | 3306250 | 500110 | | 4,000 | |
| Streets - Gas Tax - FICA | 3306250 | 503100 | | 306 | |
| CIP Administration - salaries | 3650142 | 500110 | | 1,000 | |
| CIP Administration - FICA | 3650142 | 503100 | | 77 | |
| Engineering Projects Mgmt - salaries | 3650411 | 500110 | | 5,000 | |
| Engineering Projects Mgmt - FICA | 3650411 | 503100 | | 383 | |
| Traffic Calming - salaries | 3650416 | 500110 | | 2,000 | |
| Traffic Calming - FICA | 3650416 | 503100 | | 153 | |
| Facilities - CIP Section - salaries | 3650432 | 500110 | | 9,000 | |
| Facilities - CIP Section - FICA | 3650432 | 503100 | | 689 | |
| Wastewater Operations/Admin - salaries | 5000361 | 500110 | | 5,000 | |
| Wastewater Operations/Admin - FICA | 5000361 | 503100 | | 383 | |
| **JUSTIFICATION:** *(use additional page if needed)* | | | | | |
| *--Attach supporting documentation/memo* | | | | $ 120,574 | $ - |

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives

of $1,000 per employee

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| *[See last page]* | |
| | |
| **TOTAL:** | **0** |

| | | | | | |
|---|---|---|---|---|---|
| Anita C. Medina | 10/31/2024 | *{Use this form for Finance Committee/ City Council agenda items ONLY}* | | *[See BAR P1 for signatures]* | |
| Prepared By *{print name}* | Date | **CITY COUNCIL APPROVAL** | | Budget Officer | Date |
| | | *City Council Approval Date* | | *N/A* | |
| Division Director Signature *{optional}* | Date | | | Finance Director *{≤ $5,000}* | Date |
| *[See BAR P1 for signatures]* | | *Agenda Item #:* | | *N/A* | |
| Department Director Signature | Date | | | City Manager *{≤ $60,000}* | Date |

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WW - Collection - salaries | 5000362 | 500110 | | 10,000 | |
| WW - Collection - FICA | 5000362 | 503100 | | 765 | |
| WW - Engineering - salaries | 5000363 | 500110 | | 5,000 | |
| WW - Engineering - FICA | 5000363 | 503100 | | 383 | |
| WW - Industrial Pretreat - salaries | 5000364 | 500110 | | 1,000 | |
| WW - Industrial Pretreat - FICA | 5000364 | 503100 | | 77 | |
| WW - Laboratory - salaries | 5000365 | 500110 | | 3,000 | |
| WW - Laboratory - FICA | 5000365 | 503100 | | 230 | |
| WW - Solids Handling - salaries | 5000366 | 500110 | | 3,000 | |
| WW - Solids Handling - FICA | 5000366 | 503100 | | 230 | |
| WW - Treatment Plant - salaries | 5000367 | 500110 | | 12,000 | |
| WW - Treatment Plant - FICA | 5000367 | 503100 | | 918 | |
| Water Operations/Admin - salaries | 5050381 | 500110 | | 2,000 | |
| Water Operations/Admin - FICA | 5050381 | 503100 | | 153 | |
| Water Conservation - salaries | 5050382 | 500110 | | 9,000 | |
| Water Conservation - FICA | 5050382 | 503100 | | 689 | |
| Water Engineering - salaries | 5050383 | 500110 | | 11,000 | |
| Water Engineering - FICA | 5050383 | 503100 | | 842 | |
| Water Source of Supply - salaries | 5050385 | 500110 | | 20,000 | |
| Water Source of Supply - FICA | 5050385 | 503100 | | 1,530 | |
| Wtr Transmission/Distribution - salaries | 5050386 | 500110 | | 20,000 | |
| Wtr Transmission/Distribution - FICA | 5050386 | 503100 | | 1,530 | |
| Water Resources - salaries | 5050387 | 500110 | | 1,000 | |
| Water Resources - FICA | 5050387 | 503100 | | 77 | |
| ESD Operations/Admin - salaries | 5100331 | 500110 | | 18,000 | |
| ESD Operations/Admin - FICA | 5100331 | 503100 | | 1,377 | |
| ESD - Commercial - salaries | 5100332 | 500110 | | 14,000 | |
| ESD - Commercial - FICA | 5100332 | 503100 | | 1,071 | |
| ESD - Recycling - salaries | 5100334 | 500110 | | 12,000 | |
| ESD - Recycling - FICA | 5100334 | 503100 | | 918 | |
| ESD - Refuse Collection - salaries | 5100335 | 500110 | | 10,000 | |
| ESD - Refuse Collection - FICA | 5100335 | 503100 | | 765 | |
| Utility Customer Service Admin - salaries | 5110351 | 500110 | | 11,000 | |
| Utility Customer Service Admin - FICA | 5110351 | 503100 | | 842 | |
| Utility Billing/Meter Reading - salaries | 5110352 | 500110 | | 8,000 | |
| Utility Billing/Meter Reading - FICA | 5110352 | 503100 | | 612 | |
| UCS - Collections - salaries | 5110353 | 500110 | | 3,000 | |
| UCS - Collections - FICA | 5110353 | 503100 | | 230 | |
| Public Utilities Admin - salaries | 5115501 | 500110 | | 7,000 | |
| Public Utilities Admin - FICA | 5115501 | 503100 | | 536 | |
| | | | | $ 193,775 | $ - |

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

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives of $1,000 per employee

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| *[See last page]* | |
| | |
| **TOTAL:** | **0** |

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

| | | | |
|---|---|---|---|
| Anita C. Medina | 10/31/2024 | *[See BAR P1 for signatures]* | |
| Prepared By *{print name}* | Date | Budget Officer | Date |
| | | *N/A* | |
| Division Director Signature *{optional}* | Date | Finance Director *{≤ $5,000}* | Date |
| *[See BAR P1 for signatures]* | | *N/A* | |
| Department Director Signature | Date | City Manager *{≤ $60,000}* | Date |

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Railyard Park - salaries | 5154150 | 500110 | | 2,000 | |
| Railyard Park - FICA | 5154150 | 503100 | | 153 | |
| Railyard-Operations - salaries | 5156001 | 500110 | | 1,000 | |
| Railyard-Operations - FICA | 5156001 | 503100 | | 77 | |
| CCC Art Gallery - salaries | 5202775 | 500110 | | 1,000 | |
| CCC Art Gallery - FICA | 5202775 | 503100 | | 77 | |
| Civic Convention Ctr-Ops - salaries | 5206600 | 500110 | | 21,000 | |
| Civic Convention Ctr-Ops - FICA | 5206600 | 503100 | | 1,607 | |
| Midtown Campus-Operations - salaries | 5256175 | 500110 | | 1,000 | |
| Midtown Campus-Operations - FICA | 5256175 | 503100 | | 77 | |
| Municipal Rec Complex Ops/Adm - salaries | 5300271 | 500110 | | 8,000 | |
| Municipal Rec Complex Ops/Adm - FICA | 5300271 | 503100 | | 612 | |
| Parking Administration - salaries | 5350451 | 500110 | | 8,000 | |
| Parking Administration - FICA | 5350451 | 503100 | | 612 | |
| Parking Field Operations - salaries | 5350457 | 500110 | | 14,000 | |
| Parking Field Operations - FICA | 5350457 | 503100 | | 1,071 | |
| Transit O&M Admin - salaries | 5400091 | 500110 | | 3,000 | |
| Transit O&M Admin - FICA | 5400091 | 503100 | | 230 | |
| Transit Maintenance - salaries | 5400093 | 500110 | | 9,000 | |
| Transit Maintenance - FICA | 5400093 | 503100 | | 689 | |
| Paratransit Operations - salaries | 5400094 | 500110 | | 14,000 | |
| Paratransit Operations - FICA | 5400094 | 503100 | | 1,071 | |
| Transit Administration - salaries | 5400491 | 500110 | | 35,000 | |
| Transit Administration - FICA | 5400491 | 503100 | | 2,678 | |
| Airport-Operations - salaries | 5456050 | 500110 | | 25,000 | |
| Airport-Operations - FICA | 5456050 | 503100 | | 1,913 | |
| Genoveva Chavez ComCtr-Adm Ops - salaries | 5500261 | 500110 | | 9,000 | |
| Genoveva Chavez ComCtr-Adm Ops - FICA | 5500261 | 503100 | | 689 | |
| GCCC Center Ops - salaries | 5500263 | 500110 | | 7,000 | |
| GCCC Center Ops - FICA | 5500263 | 503100 | | 536 | |
| GCCC Natatorium Ops - salaries | 5500264 | 500110 | | 9,000 | |
| GCCC Natatorium Ops - FICA | 5500264 | 503100 | | 689 | |
| GCCC Ice Arena Ops - salaries | 5500265 | 500110 | | 8,000 | |
| GCCC Ice Arena Ops - FICA | 5500265 | 503100 | | 612 | |
| Safety Administration - salaries | 6000231 | 500110 | | 2,000 | |
| Safety Administration - FICA | 6000231 | 503100 | | 153 | |
| Risk Management Admin - salaries | 6001750 | 500110 | | 1,000 | |
| Risk Management Admin - FICA | 6001750 | 503100 | | 77 | |
| Benefits Administration - salaries | 6050232 | 500110 | | 3,000 | |
| Benefits Administration - FICA | 6050232 | 503100 | | 230 | |
| | | | | $ 194,853 | $ - |

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

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives of $1,000 per employee

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| *[See last page]* | |
| | |
| **TOTAL:** | **0** |

Anita C. Medina — 10/31/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

*[See BAR P1 for signatures]*
Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

*[See BAR P1 for signatures]*
Budget Officer — Date

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

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

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| ITT Project Management - salaries | 6200241 | 500110 | | 3,000 | |
| ITT Project Management - FICA | 6200241 | 503100 | | 230 | |
| Enterprise Management Svcs - salaries | 6200242 | 500110 | | 5,000 | |
| Enterprise Management Svcs - FICA | 6200242 | 503100 | | 383 | |
| Fleet Management - salaries | 6201650 | 500110 | | 11,000 | |
| Fleet Management - FICA | 6201650 | 503100 | | 842 | |
| ITT Administration - salaries | 6203501 | 500110 | | 4,000 | |
| ITT Administration - FICA | 6203501 | 503100 | | 306 | |
| ITT End User Svcs - salaries | 6203550 | 500110 | | 6,000 | |
| ITT End User Svcs - FICA | 6203550 | 503100 | | 459 | |
| Enterprise Application Svcs - salaries | 6203600 | 500110 | | 6,000 | |
| Enterprise Application Svcs - FICA | 6203600 | 503100 | | 459 | |
| ITT Infrastructure Svcs - salaries | 6203650 | 500110 | | 9,000 | |
| ITT Infrastructure Svcs - FICA | 6203650 | 503100 | | 689 | |
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| | | | | $ 47,368 | $ - |

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

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives of $1,000 per employee

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| *[See last page]* | |
| | |
| **TOTAL:** | **0** |

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

Anita C. Medina — 10/31/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

*[See BAR P1 for signatures]*
Department Director Signature — Date

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

*[See BAR P1 for signatures]*
Budget Officer — Date

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

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

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Operating transfer to Economic Development fund | 1000231 | 750212 | | 2,154 | |
| Operating transfer to Streets fund | 1000231 | 750330 | | 9,689 | |
| Operating transfer to Transit fund | 1000231 | 750540 | | 65,668 | |
| Operating transfer to GCCC fund | 1000231 | 750550 | | 35,526 | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Operating Transfer from General Fund | 2122800 | 650100 | | (2,154) | |
| Operating Transfer from General Fund | 3306250 | 650100 | | (4,306) | |
| Operating Transfer from General Fund | 3300087 | 650100 | | (5,383) | |
| Operating Transfer from General Fund | 5400091 | 650100 | | (3,230) | |
| Operating Transfer from General Fund | 5400093 | 650100 | | (9,689) | |
| Operating Transfer from General Fund | 5400094 | 650100 | | (15,071) | |
| Operating Transfer from General Fund | 5400491 | 650100 | | (37,678) | |
| Operating Transfer from General Fund | 5500261 | 650100 | | (9,689) | |
| Operating Transfer from General Fund | 5500263 | 650100 | | (7,536) | |
| Operating Transfer from General Fund | 5500264 | 650100 | | (9,689) | |
| Operating Transfer from General Fund | 5500265 | 650100 | | (8,612) | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives of $1,000 per employee

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| *[See last page]* | |
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| | |
| **TOTAL:** | **0** |

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

| | | | |
|---|---|---|---|
| Anita C. Medina | 10/31/2024 | *[See BAR P1 for signatures]* | |
| Prepared By *{print name}* | Date | Budget Officer | Date |
| | | **CITY COUNCIL APPROVAL** | |
| | | *City Council Approval Date* | *N/A* |
| Division Director Signature *{optional}* | Date | Finance Director *{≤ $5,000}* | Date |
| *[See BAR P1 for signatures]* | | *Agenda Item #:* | *N/A* |
| Department Director Signature | Date | City Manager *{≤ $60,000}* | Date |

| | |
|---|---|
| Log # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |
| Journal # *{Finance use only}*: | *[See BAR P1 for Log - Journal]* |

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/Budget/Human Resources | 10/31/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Operating transfer to Services of Other Departments Fund | 1000231 | 750620 | | 47,368 | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Operating Transfer from General Fund | 6200241 | 650100 | | (3,230) | |
| Operating Transfer from General Fund | 6200242 | 650100 | | (5,383) | |
| Operating Transfer from General Fund | 6201650 | 650100 | | (11,842) | |
| Operating Transfer from General Fund | 6203501 | 650100 | | (4,306) | |
| Operating Transfer from General Fund | 6203550 | 650100 | | (6,459) | |
| Operating Transfer from General Fund | 6203600 | 650100 | | (6,459) | |
| Operating Transfer from General Fund | 6203650 | 650100 | | (9,689) | |
| | | | | $ - | $ - |

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

Appropriation from FY24 Gross Receipts Tax earned in excess of budgeted estimates to fund retention incentives of $1,000 per employee

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 100 | (959,939) |
| 213 | (29,066) |
| 221 | (2,154) |
| 231 | (2,153) |
| 232 | (1,077) |
| 233 | (3,230) |
| 240 | (1,077) |
| 241 | (46,291) |
| 251 | (13,995) |
| 256 | (19,377) |
| 365 | (18,302) |
| 500 | (41,986) |
| 505 | (67,821) |
| 510 | (58,131) |
| 511 | (31,220) |
| 515 | (3,230) |
| 520 | (23,684) |
| 525 | (1,077) |
| 530 | (8,612) |
| 535 | (23,683) |
| 545 | (26,913) |
| 600 | (3,230) |
| 605 | (3,230) |
| **TOTAL:** | **(1,389,478)** |

Anita C. Medina — 10/31/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

*[See BAR P1 for signatures]*
Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

*[See BAR P1 for signatures]*
Budget Officer — Date

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

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

# City of Santa Fe, New Mexico
## Memorandum

**Date:** November 19, 2024

**To:** Governing Body

**Via:** Randy Randall, Interim City Manager & Community Development Director

**From:** Heather L. Lamboy AICP, Planning & Land Use Director

**RE:** Carryover of FY2024 General Plan Funding

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**ACTION**

Approval of a Budget Amendment Resolution (BAR) to Reappropriate Unspent FY 24 Budget in the Amount of $463,482 to Fund the General Plan Update Step 1, which includes among other items, the Digital Platform, Assessment Report and Public Engagement Strategy.

**BACKGROUND & SUMMARY**

On May 29, 2024, the Governing Body approved a contract for $1,887,871.87 (inclusive of NMGRT) to update the General Plan and create a Digital User Platform. Part of that contract was appropriated in FY 2024, which totaled $463,482. Due to the need to process the contract and issue a PO prior to the Fiscal Year closeout, the consultant was unable to use any of the funds that were made available in FY 2024.

In order to capture previous funding to ensure the ongoing work for Step 1, Mobilization and Understanding, and the initial buildout of the Digital Platform to be completed in a timely manner, a BAR is requested to carryover the funds allocated in FY24.

**FUNDING SOURCE**

FY24 Budget Allocation of FY23 GRT Revenue

| | |
|---|---|
| Fund Name/Number: | General Fund/100 |
| Org Name/Number: | Land Use Admin/1004501 |
| Object Name/Number: | Professional Contracts/510300 |

**ATTACHMENTS**

Budget Adjustment Request (BAR)
Munis Detail of Unspent FY24 Budget

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Planning & Land Use | 11/18/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Professional Contracts | 1004501 | 510300 | | 463,482 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
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| | | | | | |
| | | | | $ 463,482 | $ - |

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

Re-appropriation/carry forward from FY24 for continuation of General Plan Update

Contract approved in June; no time to initiate project prior to end of Fiscal Year 2024

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

Heather Lamboy — 11/18/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Heather L. Lamboy — 11/18/2024
Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

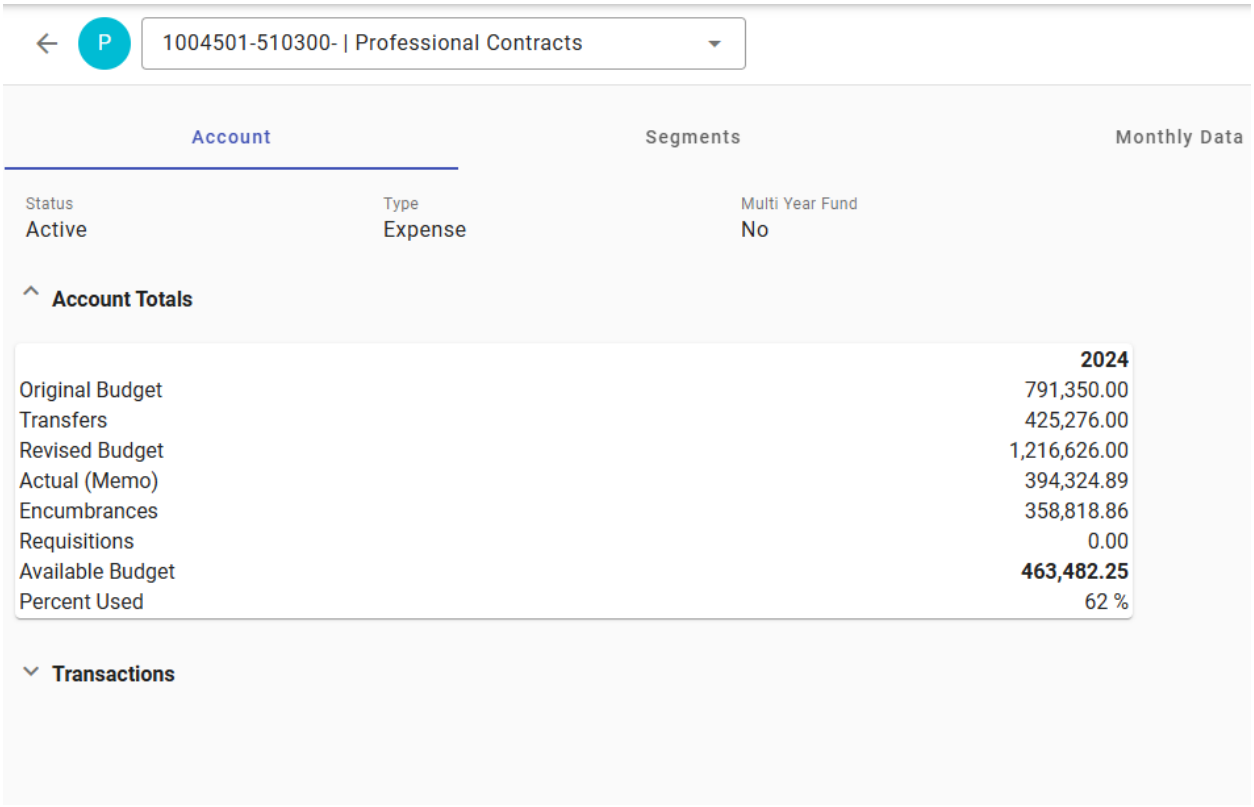
*Agenda Item #:*

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Munis Screenshot – FY24 Geneal Plan Funding



CITY OF SANTA FE

**Date:** October 29, 2024

**To:** **Governing Body**

**Via:** **Regina Wheeler, Public Works Director** Regina Wheeler (Oct 29, 2024 16:20 MDT)
**Steve Kaspan, Parking Division Director** Steve Kaspan (Oct 29, 2024 15:56 MDT)

**From:** **Andrew Cordero, Contracts Administrator** AC

**Subject:** **On-Demand Parking Payment via Mobile App for Street Parking**

**Vendor Name:** **ParkMobile LLC**

**Vendor Number:** **1186**

---

**ACTION:**
Request for the Approval of Agreement with ParkMobile LLC for Mobile App for Street Parking for a Not to Exceed Total Amount of $235,800 Not Including NMGRT for a Three Year Term. (Andrew Cordero, Contracts Administrator, accordero@santafenm.gov)

**BACKGROUND AND SUMMARY:**
The purpose of this Agreement is for the continuation of payment services through the vendor's app for parking in lots and on-street. This includes signage for each parking meter. The cost per transaction is $0.30 and is paid by the parking customer. This payment app provides a convenient alternative payment method to the community which is used by both locals and visitors.

**PROCUREMENT METHOD:**
Sole Source

**Chief Procurement Officer Approval:** _____ **Date:** Nov 1, 2024
**Comment/Exceptions:** Posted 30 days without protest

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 3250163.

**$$$$$ SOURCE/REVENUE:** ☒**Expense** ☐**Revenue**
The funding source is:
**Fund Name/Number**: 535 Parking Fund
**Munis Org Name/Number:** Parking Field Operations/5350457
**Munis Object Name/Number:** Service Contracts/510310

*If the project is grant funded?* List grant award number*:* N/A

**Grant Manager / Accounting Officer Approval:** _____ **Date:**_____
**Comment/Exceptions:** _____

**Project Ledger #:**_____

**Budget Officer Approval:** Andy Hopkins **Date:** Oct 29, 2024
**Comment/Exceptions:** _____

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

**☐Yes | ☒ No**

**# (if known):** _____

**Repair or Replacement of Existing Equipment:**

**☐Yes | ☒ No**
**If yes -> ☐Repair | ☐ Replacement**

**Please explain:** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☐ Yes | ☒ No**

**Project Ledger #:**_____

**Anticipated length of project:** _____

**Asset Manager Approval:**_____ **Date:**_____
**Comment/Exceptions:** _____

**Department Approvals:**
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**

**Approval**:_____ **Title:**_____ **Date**:_____
**Approval**: _____ **Title:** _____ **Date**:_____
**Comment & Exceptions**:_____

**Department Contract Administrator Contact Info:**

Andrew Cordero; Phone: (505) 955-6714; Email: accordero@santafenm.gov

**ATTACHMENTS:**
Agreement with ParkMobile LLC
Sole Source Determination
Vendor's Quote
CPO Determination
Certificate of Liability Insurance

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and City of Santa Fe, a New Mexico municipality, with offices at 200 Lincoln Avenue, Santa Fe, NM 87501 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

| PARTY CONTACTS | | | |
|---|---|---|---|
| **Client** | | **ParkMobile** | |
| **Legal Name:** | City of Santa Fe | **Legal Name:** | Parkmobile, LLC |
| **Contact:** | Andrew Cordero | **Sales Rep:** | Mark Larson |
| **Email:** | accordero@santafenm.gov | **Email:** | Mark.Larson@parkmobile.io |
| **Phone:** | 505-955-6714 | **Phone:** | 720-284-9586 |
| **Address:** | City of Santa Fe<br>200 Lincoln Avenue<br>Santa Fe, NM 87501 | **Address:** | Parkmobile, LLC<br>1100 Spring St. NW<br>Ste 200<br>Atlanta, GA 30309 |
| | | **For legal notices:** | with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io. |

| SERVICE TERMS | |
|---|---|
| **Services** | ParkMobile will provide Client with the Services related to the following types of parking transactions: **On-Demand, Reservations** |
| **Initial Term** | 3 years beginning on the Effective Date |
| **Renewal** | This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term"). |
| **Termination** | Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.<br><br>Notwithstanding any renewals or amendments, this Agreement shall terminate ten (10) years from the Effective Date if not terminated earlier. |
| **Merchant of Record** | The parties designate Client as the merchant of record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client via a gateway solution. ParkMobile will issue invoices to Client on a |

| | |
|---|---|
| | monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice. |
| **Parking Locations** | The Services will be provided to Client in the following locations / geographical territory:<br>**All Client locations** |
| **Signage** | Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility. |
| **Governing Law** | State of New Mexico |
| **Schedules** | This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form |

| IMPLEMENTATION FEES | | | |
|---|---|---|---|
| **Description** | **Units** | **Rate** | **Price** |
| Implementation Fee | 0 | $1,000.00 | $0.00 |
| Custom Development | 0 | $165.00/hr | $0.00 |
| | | **Total Implementation Fees:** | **$0.00** |

| ADDITIONAL FEES | |
|---|---|
| Call Center & Customer Support | WAIVED |
| Client Support & Maintenance | WAIVED |
| Hosting | WAIVED |
| Enforcement Portal | WAIVED |
| Reporting Portal | WAIVED |
| Marketing & Advertising | WAIVED |

| USER FEES | | |
|---|---|---|
| On-Demand User Fee | $0.35 | per transaction |
| Reservation User Fee | 12% | of parking fee |
| “No-Charge” Reservation Service Fee | $1.00 | per no-charge reservation |

| TOTAL COMPENSATION |
|---|
| The total compensation under this Contract for the term of three years shall not exceed ($235,800.00). |

The parties have executed this Agreement as of the Effective Date.

**CITY OF SANTA FE**

By: _____

Name:

Title:

Date:

**PARKMOBILE, LLC**

By: Justin Clifford

Name: Justin Clifford

Title: Treasurer

Date: Aug 29, 2024

**ATTEST:**

_____

**GERALYN CARDENAS, INTERIM CITY CLERK**

**CITY ATTORNEY'S OFFICE:**

Marcos Martinez

Marcos Martinez (Aug 30, 2024 07:49 MDT)

**SENIOR ASSISTANT CITY ATTORNEY**

**FINANCE:**

Emily K. Oster

_____

**EMILY OSTER, FINANCE DIRECTOR**

## SCHEDULE 1:
## CLIENT GENERAL TERMS & CONDITIONS

### 1. SERVICES

**1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.

**1.2 Launch Date.** ParkMobile and the Client's Parking Division Director will mutually agree in writing upon the launch date for the Services.

**1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.

**1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.

**1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.

**1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.

**1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.

**1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.

**1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at https://parkmobile.io/client-terms with respect to the Services provided under this Agreement.

### 2. ACCESS & USE OF PLATFORM

**2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client Access Credentials to the Platform within a reasonable time following the Effective Date.

**2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use Documentation provided by ParkMobile during the Term solely for Client's internal business purposes in connection with its use of the Services.

**2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform or Documentation except as permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an User authorized by the Client's Parking Division Director through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) intentionally or recklessly upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

**2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

**2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. ParkMobile will provide the Services in substantially similar form during the term of this Agreement.

**2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, or terminate, Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material

term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

## 3. CLIENT RESPONSIBILITIES

**3.1** **Use of Platform Account.** Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

**3.2** **Parking Information.** Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

**3.3** **Effect of Client Failure or Delay.** ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

## 4. SERVICE AND SUPPORT

**4.1** **Scheduled Maintenance.** ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

**4.2** **Client Support.** ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

**4.3** **End-User Support.** ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

## 5. CONFIDENTIAL INFORMATION

**5.1** **General.** Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

**5.2** **Personal Data.** In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

## 6. INTELLECTUAL PROPERTY OWNERSHIP

**6.1** **Client Data.** Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a irrevocable, royalty-free license to use Client Data in connection with the Services for the term of the contract.

**6.2** **Client Brand Features.** Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features, e.g., Client's seal and name under branding guidelines, in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

**6.3** **ParkMobile IP.** Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

**6.4** **ParkMobile Brand Features.** ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at https://parkmobile.io/company/parkmobile-media-assets/logos/. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

**6.5** **ParkMobile User Data.** ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

**6.6** **Resultant Data.** Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

**6.7** **Reservation of Rights.** ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

## 7. FEES AND PAYMENT

**7.1** **Fees.** Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

**7.2** **Payment Terms.** The parties designate Client as the merchant of record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client via a gateway solution. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice.

**7.3** **Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

**7.4** **Reserved.**

**7.5** **No Deductions or Setoffs.** All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

**7.6** .Fee Increases. ParkMobile may increase fees upon sixty (60) days' written notice.

**7.7** **Limited Payment Agent.** Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

## 8. REPRESENTATIONS AND WARRANTIES

**8.1** **Mutual.** Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

**8.2** **ParkMobile.** ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

**8.3** **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

## 9. INDEMNIFICATION

**9.1** **Mutual.** Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

**9.2** **ParkMobile.** ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance

with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

**9.3 [Reserved].**

**9.4 Mitigation.** If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

**9.5 Sole Remedy.** THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 10. LIMITATION OF REMEDIES AND DAMAGES

**10.1 Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**10.2 Cap on Monetary Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**10.3 Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

## 11. RESERVED

## 12. GENERAL TERMS

**12.1 Assignment.** Neither party shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without the other party's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

**12.2 Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

**12.3 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**12.4 Notices.** Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specific in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

**12.5 Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the

laws of the State of New Mexico , United States of America (including its statutes of limitations).

**12.6 Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

**12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, 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 such subject matter.

**12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

**12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

## 13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general

public and that facilities the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes “personal data” or “personal information” within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client’s Parking Locations.

"Resultant Data" means data and information related to Client’s, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

## SCHEDULE 2: SERVICES
## ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting https://app.parkmobile.io; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from https://app.parkmobile.io to access and print parking history, receipts, and statements.

## RESERVATION PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for reservation parking using the ParkMobile Application ("Reservation Parking").

For each Parking Location that the parties agree to on-board for Reservation Parking Services, ParkMobile shall make the Parking Location's parking inventory available for sale through the ParkMobile Application and shall market and advertise such availability. The number of parking spaces and corresponding reservation periods and parking rates making up the parking inventory shall be specified by Client and may be altered by Client at any time for parking inventory not reserved by a consumer.

**Responsibilities of Client**.

In order for ParkMobile to provide Reservation Parking Services, Client shall maintain an agreed upon number of parking spaces or transportation services at the Parking Location which shall be maintained at all times unless ParkMobile is notified otherwise in writing by Client.

If access to the Parking Location is denied for any reason other than a ParkMobile User's error or failure to abide by Client's rules and regulations, Client agrees to forfeit its share of the applicable parking fee and authorizes ParkMobile to refund the entire Parking Fee to the ParkMobile User. If access to the Parking Location is denied because of a ParkMobile User's error or failure to abide by Client's rules and regulations, no Parking Fees will be refunded to the ParkMobile User.

Client shall promote and market the Services through mutually agreed upon methods which shall include:

- a persistent, prominent “call to action” link/button on the parking and/or transportation pages of the Parking Location website(s) that directs users to the Client-branded website created by ParkMobile (e.g. a “Reserve Parking Now” button);

- Embedded content on the parking and/or transportation pages of the Parking Location website(s) describing why and how to reserve parking through ParkMobile (e.g. FAQs, videos, etc.), such content to be provided by ParkMobile; and

- mentions in emails promoting the Parking Location, including “know before you go” emails, all of which shall include a “call to action” to reserve event parking and link to the Client-branded website created by ParkMobile.

Client agrees to use commercially reasonable efforts to obtain for ParkMobile a license to use photo and video assets of the Parking Location (where Client is not the Parking Location owner) and any tenants of a Parking Location in connection with ParkMobile’s marketing of the Services as available at such Parking Location.

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between ParkMobile (Contractor) and the CITY OF SANTA FE (City).

This Agreement may be terminated by either party upon 90 days written notice to the other party.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend 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 breach of this Agreement.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY 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. 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.

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 CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, 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.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon

written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

RELEASE

CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish 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.

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 CITY and 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.

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.

Signature Lines required:

City of Santa Fe:

_____
Alan Webber, Mayor

Date: _____

CONTRACTOR:
ParkMobile

Justin Clifford
_____

Name: Justin Clifford

Title: Treasurer

Date: Aug 29, 2024

Attest:

_____
Geralyn Cardenas, Interim City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Aug 30, 2024 07:49 MDT)
Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster
_____
Emily Oster, Finance Director

# City of Santa Fe, New Mexico

V2 2023

## SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be submitted to the City of Santa Fe, Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).**

*Please ensure to complete this form in its entirety.*

**Date:** 12/20/2023

**Prepared By:** Andrew Cordero **Title:** Contracts Administrator

**Vendor Name:** ParkMobile

**Address:** 1100 Spring Street NW Suite 200

**City:** Atlanta **State:** GA **Zip Code:** 30309

**Short Description of Goods/Services to be procured:**

On-demand parking payment via mobile app for street parking

**Estimated Extended Cost:** $235,800.00 **Term of Contract:** 3 years

Tax is subject to change.

**One (1) to Four (4) years from date of award**

**Sole Source Request Justification Questions 1-3:**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

Vendor to provide on-demand payment services through their app for parking in lots and on street. This includes required trademark signage for each parking meter.

**2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

| | |
|---|---|
| X | **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or** |
| | **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.** |

**3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

ParkMobile's registered trademark signage is a sole source product, and the manufacturing and distribution of such is made exclusively by ParkMobile. This signage is essential for resident and visitor awareness of a mobile payment parking solution in the municipalities in which it is offered and reflects the assigned zone numbers that customers will use to pay for their parking via ParkMobile's application, interactive voice response (IVR) phone number, or through ParkMobile's website (parkmobile.io).

**Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, § 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe  Date: Feb 5, 2024

Department Approval by:

Steve Kaspan
Steve Kaspan (Feb 5, 2024 11:05 MST)

Steve P. Kaspan  Department Director  Date: Feb 5, 2024

**Pursuant to NMSA 1978, § 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received.** ***This Sole Source determination will be valid for the term stated on the first page of this document.***

**Travis Dutton-Leyda, CPO for the City of Santa Fe**  Date: Mar 8, 2024

***Required Attachments:***

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***

****Quote from sole source Contractor***

****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

**Parkmobile, LLC**
1100 Spring Street NW
Suite 200
Atlanta, GA 30309
Tel.: 770 818 9036
Fax: 770 818 9039
www.parkmobile.com

Bill To:
City of Santa Fe
500 Market St, #200
Santa Fe, NM 87501

Quote: SantaFe Quote_Jan-March 2024
Date: 1/29/23

| Description | Quantity | Unit Price | Total |
|---|---|---|---|
| On-Demand Transactions, Paid by Consumer<br>Estimated 3 Year Total | 786,000 | *$0.30 | $235,800.00 |

| | | |
|---|---|---|
| *Includes $0.10 increase with new agreement | Subtotal | $235,800.00 |
| | Tax | $0.00 |
| | Total | $235,800.00 |

November 8, 2023

City of Santa Fe
500 Market Street #200
Santa Fe, NM 87501

RE: ParkMobile Sole Source Letter

To Whom It May Concern:

This letter is to confirm that ParkMobile's registered trademark signage is a sole source product, and the manufacturing and distribution of such is made exclusively by ParkMobile. No other entity has the express legal permission to create such signage or print materials with ParkMobile's registered trademark without written consent. This product must be purchased directly through ParkMobile's selected manufacturing vendor. There are no agents or dealers authorized to represent this product.

ParkMobile signage is essential for resident and visitor awareness of a mobile payment parking solution in the municipalities in which it is offered. The signs reflect the assigned zone numbers that customers will use to pay for their parking via ParkMobile's application, interactive voice response (IVR) phone number, or through ParkMobile's website (parkmobile.io). By offering ParkMobile's services, our clients provide their residents and visitors a smarter way to pay for parking, eliminating the need for cash/coins, and allowing the customer to choose a contactless option that will provide additional features for the best parking experience.

Please feel free to contact me if you have any questions or need any additional information. Thank you for your interest in ParkMobile.

Sincerely,

Danielle Kaplan
Associate Counsel

**MIERA, KRISTY A.**

**From:** GSD.SPDInfo@state.nm.us
**Sent:** Friday, March 8, 2024 12:01 AM
**To:** MIERA, KRISTY A.
**Subject:** Sole Source #40-M0087-24-CP026 - 30 Days

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

Your Sole Source #**40-M0087-24-CP026** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

---

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

# ParkMobile_SF Quote_3Yr-combined-compressed (1)

Final Audit Report 2024-02-05

| | |
|---|---|
| Created: | 2024-02-05 |
| By: | Kristy Miera (kamiera@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAVyCJ-agRjv8XYflDoqEfR9mNAfY-ZI3j |

## "ParkMobile_SF Quote_3Yr-combined-compressed (1)" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-02-05 - 5:56:11 PM GMT

Document emailed to Steve Kaspan (spkaspan@santafenm.gov) for signature
2024-02-05 - 5:57:29 PM GMT

Email viewed by Steve Kaspan (spkaspan@santafenm.gov)
2024-02-05 - 6:04:49 PM GMT

Document e-signed by Steve Kaspan (spkaspan@santafenm.gov)
Signature Date: 2024-02-05 - 6:05:32 PM GMT - Time Source: server

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-02-05 - 6:05:34 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-02-05 - 6:05:42 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-02-05 - 6:10:45 PM GMT - Time Source: server

Agreement completed.
2024-02-05 - 6:10:45 PM GMT

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# 40-M0087-24-CP026_ParkMobile_Final_Signatures

Final Audit Report 2024-03-08

| | |
|---|---|
| Created: | 2024-03-08 |
| By: | Kristy Miera (kamiera@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA7bs9g1Zxnpnr8VecpOu_6OM3OAK3FiWW |

## "40-M0087-24-CP026_ParkMobile_Final_Signatures" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-03-08 - 4:10:12 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-03-08 - 4:11:54 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-03-08 - 4:13:40 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-03-08 - 4:14:02 PM GMT - Time Source: server

Agreement completed.
2024-03-08 - 4:14:02 PM GMT

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## CORDERO, ANDREW C.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Friday, October 11, 2024 2:37 PM
**To:** CORDERO, ANDREW C.; Purchasing DET
**Subject:** RE: Written Determination - ParkMobile LLC

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -IT components (anything IT) - ereview@santafenm.gov

  -Vehicles – dmjaramillo@santafenm.gov

  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

  -Emergency Related Purchases - bgwilliams@santafenm.gov

  -Asset over $5k - lmstorey@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.

- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

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

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

Regards,

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

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

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

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

**From:** CORDERO, ANDREW C. <accordero@santafenm.gov>
**Sent:** Friday, October 11, 2024 2:26 PM
**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Subject:** Written Determination - ParkMobile LLC

I was informed I need a written determination for the attached in addition to the Sole Source documents which are included.

Scope of work:
Vendor to provide on-demand payment services through their app for parking in lots and on street. This includes required trademark signage for each parking meter.
Description: On-Demand Transactions, Paid by Consumer Estimated 3 Year Total
Quantity: 786,000
Unit Price: $0.30
Total: $235,800

Thanks,

Andrew

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

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

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

| PRODUCER | CONTACT NAME: Dena Saad | |
|---|---|---|
| Arthur J. Gallagher Risk Management Services, LLC<br>1050 Crown Pointe Parkway, Suite 600<br>Atlanta GA 30338 | PHONE (A/C, No, Ext): 678-393-5244 | FAX (A/C, No): |
| | E-MAIL ADDRESS: dena_saad1@ajg.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Charter Oak Fire Insurance Company | 25615 |
| INSURED<br>ParkMobile USA, Inc<br>1100 Spring Street Suite 200<br>Atlanta GA 30309 | INSURER B : Travelers Property Casualty Co of America | 25674 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 1079763871 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | ZGC-16P8415A-24-I5 | 5/1/2024 | 5/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 25,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BA-3Y496676-24-I5-G | 5/1/2024 | 5/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB-3Y497102-24-I5-G | 5/1/2024 | 5/1/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe NM 87504

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Christopher R. Ward

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CITY OF SANTA FE

**Date:** November 20, 2024

**To:** Governing Body

**From:** Caryn Grosse, PMP, Facilities Project Manager III

**Via:** Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 21, 2024 16:54 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 20, 2024 17:16 MST)

**Subject:** Mary Esther Gonzales Addition

**Vendor Name:** FacilityBUILD, Inc.

**Munis Vendor Number:** 6681

---

**ACTION:**
Request for Approval of Amendment #2 to the General Services Contract with FacilityBUILD, Inc., for Design and Construction of an Addition at Mary Esther Gonzales Senior Center to Extend the Term to June 30, 2025. (Caryn Grosse, Public Works Project Manager; clgrosse@santafenm.gov)

**CONTRACT NUMBER:**
The FY23 Munis Contract Number is 3203945.

**BACKGROUND AND SUMMARY:**
The Governing Body approved the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement A20E5288 in November 2022, which provided $2,484,852 to plan, design, construct, equip, and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). The reversion date of this state grant has been extended to June 30, 2025. The design contract was approved in May 2023. Amendment #1 added construction to the scope and was approved by the Governing Body in November 2023.

While the interior construction is expected to be substantially complete by the end of December, colder temperatures may delay completion of the retaining wall, sidewalk and patio. In addition, there are a variety of activities, including inspections, punch list and warranty, installation of furniture and equipment, and so on, which are necessary to close out the construction phase and prepare the space for use. To accommodate these activities, Amendment #2 to extend the contract term to June 30, 2025 is required.

The scope of the project includes renovation of the arts and crafts room to create ADA-accessible restrooms, reconfiguration of the fitness room to provide additional access for users, and the construction of 2 additional rooms. Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe and staff have seen a dramatic increase in the number of clients who use wheelchairs. These additional rooms will provide greater accessibility to activities offered by the Senior Center.

**ATTACHMENTS:**
Amendment #2
Amendment #1 23-0671
General Services Contract 23-0354
Certificate of Insurance

**PROCUREMENT METHOD:**
The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, 30-00000-23-00070, which expires on July 31, 2025.

Chief Procurement Officer (CPS)/Designee: _____ Date: 11/22/2024
CPO Comment/Exceptions: _____

**FUNDING SOURCE:**
State of NM Aging and Long-Term Services Department Capital Appropriation Project Grant A20E5288
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970
Project Name/Number: MEG Expansion/Renovation/SSD2124113

Budget Officer/Designee: Andy Hopkins Date: 11/22/2024
Budget Officer Comment/Exceptions: _____

**ASSOCIATED APPROVALS:**
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: _____ Signature: JOHN BURNETT (Nov 20, 2024 17:16 MST) Date: _____
Comment/Excepti Email: jsburnett@santafenm.gov _____

Capital Asset* or Project**? ☑ Yes | ☐ No
Project Ledger# _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Anticipated length of project: completion on or before 6/30/2025

Department Contract Administrator Contact Info: Lisa Kahahane (elkahahane@santafenm.gov)

Item # _____
Munis Contract # 3203945
Original Contract Item # 23-0354
SWPA # 00-00000-20-00110

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**GENERAL SERVICES CONTRACT**
**ITEM #23-0354**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated June 6, 2023, (the "Contract"), between the City of Santa Fe (the "City") and FacilityBUILD, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide the City of Santa Fe with design and construction services for the expansion of the Mary Esther Gonzales Senior Center.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Article 5 of the Contract is hereby deleted in its entirety and the City and Contractor substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on the date approved by the City and end on June 30, 2025. The City reserves the right to renew the Agreement on an annual basis by mutual agreement, not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe General Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: FacilityBUILD, Inc.

cameron kilcup (Nov 15, 2024 10:42 MST)
_____
CAMERON KILCUP, PRESIDENT

DATE: 11/15/2024
NMBTIN# 02-947637-002

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 25, 2024 14:14 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

# Amend_2_FacilityBuild_MEG_FINAL

Final Audit Report 2024-10-25

| | |
|---|---|
| Created: | 2024-10-25 |
| By: | JULIE KENNY (jckenny@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAADhM-tCywU1D0ebIKjXB9AyMamUw3r1h |

## "Amend_2_FacilityBuild_MEG_FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2024-10-25 - 7:48:46 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2024-10-25 - 7:49:10 PM GMT

Email viewed by klnault@santafenm.gov
2024-10-25 - 8:14:15 PM GMT- IP address: 104.47.65.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-10-25 - 8:14:29 PM GMT- IP address: 172.59.0.218

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-10-25 - 8:14:31 PM GMT - Time Source: server- IP address: 172.59.0.218

Agreement completed.
2024-10-25 - 8:14:31 PM GMT

Powered by Adobe Acrobat Sign

# Amend_2_FacilityBuild_MEG_FINAL

Final Audit Report 2024-11-15

| | |
|---|---|
| Created: | 2024-11-15 |
| By: | Elizabeth Kahahane (elkahahane@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAUpXyFHh3Wz1mmtjHyLcSxDyXwCHr5KhD |

## "Amend_2_FacilityBuild_MEG_FINAL" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-15 - 5:19:59 PM GMT- IP address: 63.232.20.2

Document emailed to cameron kilcup (camkilcup@facilitybuild.com) for signature
2024-11-15 - 5:25:47 PM GMT

Email viewed by cameron kilcup (camkilcup@facilitybuild.com)
2024-11-15 - 5:40:37 PM GMT- IP address: 96.72.10.145

Document e-signed by cameron kilcup (camkilcup@facilitybuild.com)
Signature Date: 2024-11-15 - 5:42:52 PM GMT - Time Source: server- IP address: 174.240.18.89

Agreement completed.
2024-11-15 - 5:42:52 PM GMT

Powered by Adobe Acrobat Sign

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**GENERAL SERVICES AGREEMENT**
**ITEM #23-0354**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES AGREEMENT, dated June 6, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and FacilityBUILD, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide the City of Santa Fe with design and construction services in the expansion of the Mary Esther Gonzales Senior Center.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 2 of the Agreement is amended to add to the scope of work so that Article 2 reads as follows:

Contractor shall design additions to the Mary Esther Gonzales Senior Center, located at 1121 Alto Street, Santa Fe, NM 87501, per the Design Cost Proposal RFE: 23-076, attached hereto and made a part thereof, and in accordance with all of the provisions of the contract with the State of New Mexico price agreement # 00-00000-20-00110. This work includes, but is not limited to the following:

a. Approximately 3,150 square foot addition to the west side of the building containing offices

for counseling, client assessment and respite.

b. Approximately 2,000 square foot addition to the south side of the building for two new multipurpose rooms, renovation of an existing arts and crafts room into new accessible restrooms.

c. Work to include drawings and specifications, building permit application and all associated documentation.

In addition, Contractor shall also construct the south side addition per the plans, which shall include two new rooms, labeled as billiards room and arts and crafts room, and a courtyard, renovate the existing arts and crafts room for new ADA accessible restrooms, and expand the fitness room, per the proposal dated September 5, 2023, marked "Exhibit A," which is attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, of the Agreement is amended to increase the amount of compensation by a total of $1,747,444.50, so that Article 3, reads in its entirety as follows:

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

| Deliverable item: | | Price |
|---|---|---|
| 01 | Design & Value Engineering (original contract) | $169,548.20 |
| 02 | Construction of addition and other renovations (Amendment #1) | $1,346,000.00 |

| Unanticipated Cost Overrun: | Price |
|---|---|
| 20% Unanticipated Construction Cost Overrun* | $269,200.00 |

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 20% of the project cost, $269,200.00,

The total compensation under this Agreement shall not exceed $1,930,874.46 including New Mexico gross receipts tax.

3. TERM:

Article 5 of the Agreement is hereby amended to read as follows:

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 December 31, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe General Service Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 4, 2023

CONTRACTOR: FacilityBuild

CAMERON KILCUP, PRESIDENT

DATE: 10/3/23

CRS# 02-947637-002
Registration# 224809

ATTEST:

Geralyn Cardenas (Dec 4, 2023 16:00 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/29/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 29, 2023 15:57 MDT)

ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 2, 2023 12:22 MDT)

EMILY OSTER, FINANCE DIRECTOR

3459981.572960 SSD2124113 AH
AH
Org. Name/Org #

FacilityBUILD DESIGN · BUILD · ON-CALL

# CONSTRUCTION BUDGET COST PROPOSAL

**Date:** 9/5/2023 RFE: 23-076

**City of Santa Fe** **Project:** CITY OF SANTA FE – MARY ESTER GONZALES SENIOR CENTER – RENOVATIONS – DESIGN ONLY
CARYN GROSSE, PMP PUBLIC WORKS Procurement Contract: *State Wide Pricing Agreement (SPA)*
120 SOUTH FEDERAL PL. #305, Email address: CLGROSSE@SANTAFENM.GOV
SANTA FE, NM 87501 Telephone # (505) 955-5938
Physical Job Address: *1121 ALTO ST., SANTA FE, NM 87501*
Plans and specifications provided by: *Mifsud Associates Architects, LLC.*
**Architectural Firm:** Mifsud Associates Architects, LLC **Architect: Paul Mifsud**
227 East Palace Avenue, Suite E 505-982-2363
Santa Fe, NM 87501

**Scope of Work:**

*Phase 1: construct addition at Mary Esther Gonzales Senior Center, including two (2) new multi-purpose rooms on the southeast side of the building totaling about 2,000 square feet, renovate an existing arts and crafts room into new ADA accessible restrooms, and reconfigure walls between the existing fitness and billards room and provide a courtyard and hallways for access/egress.*

*Phase 2: develop construction plans for an approximately 2,600 square foot addition to the west side of the building and containing offices for counseling, client assessment and respite, with ADA accessible unisex restroom and employee breakroom.*

*2) Per plan sheets A-1, A-2 and A-3 dated 7/12/2023 by Mifsud Associates Architect as approved 7/13/2023 by owner and to include owner approved updated revisions.*

***Clarifications:***

*1) This is a budget proposal; final construction costs to be based upon final design documents, not to exceed the specified budget of $1,808,386, including tax.*

**Excludes:**

*Items not shown on drawings, including repair or replacement of existing architectural, structural, electrical, fire systems, life safety, any existing facility code violations, hidden conditions or additional material testing outside the project area and not included in the design process, and site improvements beyond the construction documents. Existing Irrigation or landscape work or any design construction work not specifically described in the scope of work, construction documents, new design drawings or specification is not included. Material Testing, Hazardous Materials Assessment, Abatement, Disposal, existing Fire Alarm and Fire Protection that are not part of the design proposal unless specifically noted otherwise.*

| | | | |
|---|---|---|---|
| | *Contingency* | *20%* | **$1,346,000.00** **$269,200.00** |
| | | *Subtotal* | **$1,615,200.00** |
| *NM GRT @* | City of Santa Fe | *8.1875%* | **$132,244.50** |
| | | **TOTAL** | **$1,747,444.50** |

***FacilityBUILD's Authorized Signature:*** _____ *date* 9/5/2023
R long rlong@facilitybuild.com

*Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.*

***Project Name:***

**Client Authorized Signature:** _____ *date* _____

*This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.*

**FacilityBUILD, Inc.**
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616 www.facilitybuild.com

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # 3203945

Contractor: FacilityBUILD, Inc

Description: Design and construction to expand the MEG Senior Center.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 05/31/2023 Term End Date: 12/31/2023

☐ Approved by Council Date: _____

**Contract / Lease:** 3203945

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ 1,747,444.50

Extend Termination Date to: December 31, 2024

☐ Approved by Council Date: _____

**Amendment is for:**

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

Agreement was approved by Governing Body on May 31, 2023.

3. **Procurement History:** SPA 00-00000-20-00110

_____ Nov 1, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** SnrCmDvCIP SSD2124113 **Org / Object:** 3459981/572960

Andy Hopkins Oct 30, 2023

Andy Hopkins (Oct 30, 2023 14:24 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** Caryn Grosse Phone # 505-955-5938

Email: clgrosse@santafenm.gov

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

_____

ITT Representative (attesting that all information is reviewed) Title Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBUILD

Procurement Title: Amendment #1 to Add Compensation and Extend the Term

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

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

Department Requesting Public Works/Facilities Div Staff Name Caryn Grosse, PMP

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: |

Caryn Grosse, PMP — Project Administrator, Sr — 10/3/2023

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

Chief Procurement Officer — Nov 1, 2023

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

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

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **October 18, 2023**

**TO:** **Governing Body**

**VIA:** **Regina Wheeler, Public Works Director**
**Maria Sanchez-Tucker, Community Services Department Director**
**Manuel Sanchez, Senior Services Division Director** Manuel Sanchez (Oct 23, 2023 08:18 MDT)
**Sam Burnett, Facilities Division Director**

**FROM:** **Caryn Grosse, PMP, Facilities Project Administrator Sr.**

---

**ACTION:**
Approval of Amendment#1 to Item #23-0354 for General Services Contract with FacilityBUILD, Inc. to Design and Construct an Addition at Mary Esther Gonzales Senior Center to add Scope, Increase the Contract Amount to $1,930,874.46, including NMGRT, and Extend the Term to December 31, 2024. (Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938)

**BACKGROUND AND SUMMARY:**
The Governing Body approved the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement A20E5288 in November 2022, which provides $2,484,852 to plan, design, construct, equip, and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). This state grant currently expires on June 30, 2024.

The schedule for this project is being compressed to encumber and expend the grant as quickly as possible. In order to begin construction as soon as drawings are complete, this amendment is being processed before the final construction costs based on the 100% design has been developed. The amendment cost includes cost estimate based on 60% design plus 20% contingency for unanticipated costs and additional design.

The design contract in the amount of $183,657.15 was approved in May 2023. Design and construction drawings are progressing beyond 60% completion and the plans are expected to be completed and ready for construction in November 2023.

Scope includes renovation of the arts and crafts room to create ADA-accessible restrooms, reconfiguration of the fitness room to provide additional access for users, and the construction of 2 additional rooms. Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe and staff have seen a dramatic increase in the number of clients who use wheelchairs. These additional rooms will provide greater accessibility to activities offered by the Senior Center.

City Staff is requesting a six-month extension from the State for the grant funding. While the construction is planned to be substantially complete by the end of June, there are a variety of activities, including inspections, punch list and warranty, installation of furniture, and so on, which are necessary to close out the construction phase and prepare the space for use. To accommodate these activities, the amendment extends the contract term to December 31, 2024.

**PROCUREMENT METHOD:**
The procurement method is via NM Statewide Price Agreement (SWPA) # 30-00000-23-00070 General Construction Services State-Wide which expires on June 30, 2024.

**FUNDING SOURCE:**
State of NM Aging and Long-Term Services Department Capital Appropriation Project Grant A20E5288
**Project Name/Number:** MEG Expansion/Renovation/SSD2124113
**Fund Name/Number**: CIP Community Development/Fund 345
**Munis Org Name/Number:** Seniors/Comm Dev CIP/3459981
**Munis Object Name/Number:** WIP Construction/572970

**ATTACHMENTS:**
Amendment #1 and FacilityBUILD proposal
Summary of Contracts
Procurement Checklist
FacilityBUILD, Inc. Preliminary Schedule
FacilityBUILD, Inc. 95% Construction Plans
FacilityBUILD, Inc. Contract 23-0354
FacilityBUILD Business License
FacilityBUILD Certificate of Insurance

Halona Crowe

Item# 23-0354
Munis Contract# 3203945

# CITY OF SANTA FE
# GENERAL SERVICES CONTRACT

MEG Center Expansion Contract

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **FacilityBuild** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **FacilityBuild**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. Contractor shall design additions to the Mary Esther Gonzales Senior Center, located at 1121 Alto Street, Santa Fe, NM 87501, per the Design Cost Proposal RFE: 23-076, attached hereto and made a part thereof, and in accordance with all of the provisions of the contract with the State of New Mexico price agreement # 00-00000-20-00110. This work includes, but is not limited to the following:

1) Approximately 3,150 square foot addition to the west side of the building containing offices for counseling, client assessment and respite.
2) Approximately 2,000 square foot addition to the south side of the building for two new multipurpose rooms, renovation of an existing arts and crafts room into new accessible restrooms.
3) Work to include drawings and specifications, building permit application and all associated documentation.

3. **Compensation**

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

| Deliverable item: | U/I (unit of issue) | Price |
|---|---|---|
| 01 Design | | $138,296.63 |
| 02 Value Engineering Contingency | | $31,251.57 |

The total compensation under this Agreement shall not exceed $169,548.20 excluding New Mexico gross receipts tax of $14,108.95 for a total of $183,657.15.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

*THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN* WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2023. 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 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract

and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services

contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically

state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the

Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Caryn Grosse, PMP
Project Administrator, Sr
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938

To the Contractor:
Renier Long
Senior Project Manager
FacilityBuild, Inc.
5904 Florence Avenue NE
Albuquerque, NM 87113
rlong@facilitybuild.com
505-828-0060

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

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jun 6, 2023

CONTRACTOR: FacilityBuild

CAM[illegible]ON KILCUP

DATE: 3/15/23

CRS# 02-947637-002

Registration # 224809

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 9, 2023 10:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 6, 2023 16:39 MDT)

EMILY OSTER, FINANCE DIRECTOR

3459981.572960 SSD2124113 AH
AH
Org.Name/Org.#

FacilityBUILD DESIGN • BUILD • ON-CALL

# DESIGN COST PROPOSAL

**Date:** 4/17/2023 RFE: 23-076

**City of Santa Fe** **Project:** CITY OF SANTA FE – MARY ESTER GONZALES SENIOR CENTER – RENOVATIONS – DESIGN ONLY

CARYN GROSSE, PMP PUBLIC WORKS Procurement Contract: *SPA*

120 SOUTH FEDERAL PL. #305, Email address: CLGROSSE@SANTAFENM.GOV

SANTA FE, NM 87501 Telephone # (505) 955-5938

Physical Job Address: *1121 ALTO ST., SANTA FE, NM 87501*

Plans and specifications provided by: *Mifsud Associates Architects, LLC.*

**Architectural Firm:** Mifsud Associates Architects, LLC ***Architect: Paul Mifsud***

227 East Palace Avenue, Suite E 505-982-2363

Santa Fe, NM 87501

**Scope of Design Work (Phase 1 and Phase 2):**

*1)The project will include an approximately 3,150 square foot addition to the west side of the building and containing offices for counseling, client assessment and respite. This addition will also include ADA accessible restrooms and an employee breakroom. The project will also include two new multi-purpose rooms to be added to the east side of the building totaling about 2,000 square feet. This work will include renovation an existing arts and crafts room into the new ADA accessible restroom and provide a hallway that will access the new multi-purpose rooms. The work will include providing drawings, and specifications, and submitting the Building Permit Application and all associated documentations. Architect will also meet with the owner and end user to obtain direction and to coordinate their needs to meet the requirements of the project.*

*2)Post design inspection (Job Site Compliance Inspections) by the Architect or the design team is **not** included and will need to be added by a change order if desired or needed, when requested by owner.*

***Clarifications:***

*1) See **attached proposal (Attachment A) and plan (Attachment B) from Mifsud Associate Architects, LLC** dated February 14, 2023 for greater details and further clarifications including the civil, structural, architectural or MEP portion of the project.*

*2) Coral design costs (exterior site improvements or new storage facility) are **not** included within this cost proposal.*

*3) A soils report for the new facility is included within this cost proposal.*

*4) An allowance of $3,500.00 is included for a materials report. Owner my provide a materials report and a credit of $3,500.00 will be issued if needed. Final cost of the materials report is TBD.*

***Value Engineering Contingency:*** *Should the design cost budget exceed the budgeted cost of $2,400,000.00 the design may be valued engineered - see Option A below for the added cost which may be exercised if approved by owner or if not needed credited back to the owner.*

**Excludes:**

*Permit or expansion fees, Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, existing code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work, construction documents, new design drawings or specification is not included. Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection that are not part of the design proposal unless specifically noted otherwise..*

| | | | | |
|---|---|---|---|---|
| | | | | **$138,296.63** |
| | Option A: | *Value Engineering Contingency* | *Add:* | **$31,251.57** |
| | | | *Subtotal* | **$169,548.20** |
| *NM GRT @* | City of Santa Fe | *8.3215%* | | **$14,108.95** |
| | | | ***TOTAL*** | **$183,657.15** |

***FacilityBUILD's Authorized Signature:*** *Renier V. Long* *date* *2/17/2023*

*R loNG* *rlong@facilitybuild.com*

*Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.*

***Project Name:***

**Client Authorized Signature:** _____ *date* _____

*This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.*

**FacilityBUILD, Inc.**

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04

5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616 www.facilitybuild.com

227 East Palace Avenue, Suite E, Santa Fe, NM 87501

tel. 505.982.8363
fax. 505.989.3311

email:sfarchitect@comcast.net

MIFSUD ASSOCIATES ARCHITECTS LLC

www.santafearchitects.com

Cameron Kilcup
Facility Build
5904 Florence Ave. NE
Albuquerque, New Mexico 87113

February 14, 2023

Dear Cameron,

Based on our previous programming work on this project, and on our extensive knowledge of the facility, we have developed this proposal to provide architectural consulting services for the proposed **additions and renovation work** at the **Mary Esther Gonzales Senior Center at 1121 Alto Street** in Santa Fe, New Mexico. Mifsud Associates Architects, LLC will provide consulting services for the design development, and construction documents of the proposed improvements. We are very familiar with this facility, while our previous work improving this building has given us a special understanding of the building's construction systems and renovation history.

**PROJECT DESCRIPTION**

The project will include an approximately 3,150 square foot addition to the west side of the existing building containing offices for counseling, client assessment, and respite. This addition will also include ADA accessible restrooms and an employee breakroom. The project will also include two new multi-purpose rooms to be added to the east side of the building totalling about 2,000 square feet. This work will include renovating an existing arts and crafts room into new ADA accessible restrooms and provide a new hallway that will access the new multi-purpose rooms. The design development will be closely based on the schematic design produced by our office in March of 2019. The work will include providing drawings, and specifications, and submitting the Building Permit Application and all associated documentation. We will also meet with you and the users to obtain direction and to coordinate their needs to meet the requirements of the project.

Our work will be divided into two Phases:

**PHASE I: DESIGN DEVELOPMENT AND PRELIMINARY APPROVAL**

Using the information we previously discussed, we will provide architectural design development services that explore options and develop a final scope for the work. The process will consist of our generation of design options and engineering strategies that we both review. You will have plans, elevations, and electrical and mechanical strategies that you approve before moving on to the next phase of the work. This work will also include a preliminary specification of the materials and equipment to be used. We will visit the site as needed to determine the existing conditions and available electrical and mechanical facilities for the project. Documents will be produced to define the basic layouts and conditions, including preliminary engineering drawings. We will meet with City of Santa Fe Public Works Department to ensure the design meets all requirements before moving on to the next Phase of the Work.

**PHASE II: CONSTRUCTION AND PERMIT DOCUMENTS**

We will produce and coordinate the final construction documents, which will be suitable for pricing and construction. We will develop and issue details as they are needed to describe the design. We will perform HVAC load calculations, Structural, Plumbing, Mechanical, and Electrical systems design and drawings. We understand that the building may require an upgraded electrical service. This work will include meeting with you and your staff to obtain direction and to coordinate your needs to meet the requirements of the project and to confirm the submittal requirements and submitting the Building Permit Application and all associated documentation. This work will also include Civil engineering services. Any changes made to the work completed in this phase after client approval will be considered additional services.

We will produce the following documents:

- Information sheet with a title, drawing index, vicinity map, and code information.
- Site Plan identifying site amenities, property lines, parking areas, and setbacks.
- Site Demolition Plan
- Demolition floor plan showing walls, structure, systems, and fixtures to be removed
- Floor Plans showing dimensions, wall types, windows and doors, and designated work areas.
- Exterior elevations of the remodelled building
- Reflected Ceiling Plans coordinating lighting and HVAC layouts
- Roof Plan, including drainage design.
- Interior elevations of restrooms and casework
- Typical wall sections of all separations and conditions, including reference to approved fire assemblies
- Detail sheets with site, roof , and other details.
- Window and door schedules, notes, and details

Drawings that will be provided by the Engineering team:

- Grading and drainage plans
- Site construction detail sheets
- Foundation plans & details
- Roof framing plans & details
- Mechanical plans, details, and schedules
- Mechanical Roof Plan, details, notes.
- Plumbing plans, details, notes, and schedules
- Electrical power & lighting plans.
- Electrical diagrams, panel schedules, and notes.
- Special systems plans, notes, and details.
- Fire Protection Plans, Details, and calculations.

**CONTINGENCY**

Value engineering revisions to the construction documents needed after the completion of Phase II of this agreement will be handled on an hourly basis under this contingency. *This is an estimate and not a fixed fee*, and if revisions to the design and construction documents are not needed this will not be utilized.

In order to provide quality services, please furnish us with full information as to your requirements including any special or extraordinary considerations for the project. Additionally, access to any pertinent existing data, including any environmental survey, asbestos-containing material test results, or energy evaluation will be critical to completing a successful project. This proposal assumes that a geotechnical investigation will be conducted on the site. A conventional concrete slab and stem wall on a continuous footing is assumed to be acceptable.

**Not Included in Our Fees**

Gross receipts tax at 8.3125%, plotting, permitting or approval fees, reproduction of documents for permitting and construction, third party renderings, and overnight mail charges are not included and if needed, will be billed as separate line items at our cost. We do NOT charge for in-house copies, phone calls, or faxes.

**Hourly Rates (not including gross reciepts tax):**

Principal Architect: $161.00/hour
Associate / Project Manager: $110/hour
Drafting / Expediter: $98.00/hour
Civil Engineer: $173.00/hour
Structural Engineer: $259.00/hour
Mechanical Engineer: $288.00/hour
Electrical Engineer: $288.00/hour

**Terms**

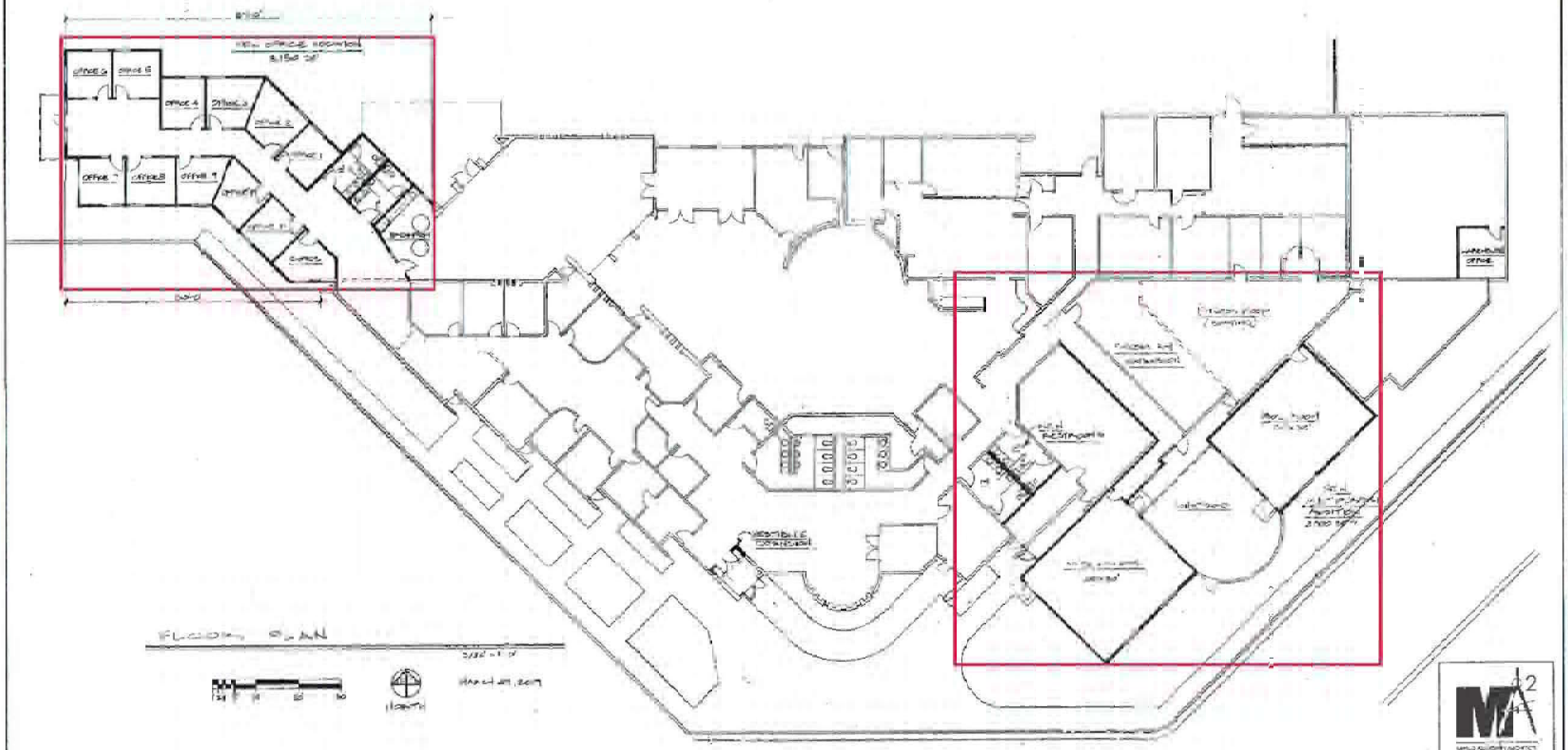
We will bill you monthly for the Work we have completed, and payment will be due within 30 days of billing. We will not require a down payment to begin our work. Interest will be charged at a rate of 4% per month for any outstanding balance unpaid after 60 days. The terms and conditions of this agreement are valid for 12 months from the date of the proposal.

This agreement may be terminated at any time by either party upon receipt of written notice. Any fees for services provided before notification of termination is received will be due and payable upon receipt of our final invoice. We agree that any disputes relating to our work on this project will at first be dealt with by a professional mediator. Mifsud Associates Architects' liability on this project shall be limited to the amount of our fees or $50,000.00, whichever is greater. Client shall indemnify, defend, and hold harmless MA Squared, DBA Mifsud Associates Architects, LLC, its officers, agents, employees and subcontractors from liability, and all associated costs arising from services or work performed on the Project by third parties, including but not limited to Client, its officers, employees, agents, subcontractors, consultants, and contractors.

# MARY ESTHER GONZALES SENIOR CENTER

1121 ALTO STREET

SANTA FE, NEW MEXICO



# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **May 10, 2023**

**TO:** **Public Works & Utilities Committee, Governing Body**

**VIA:** **Regina Wheeler, Public Works Director**
**Kyra Ochoa, Community Health and Safety Department Director** Kyra Ochoa (May 11, 2023 11:24 MDT)
**Maria Sanchez-Tucker, Community Services Division Director** Maria C. Tucker
**Sam Burnett, Facilities Division Director**

**FROM:** **Caryn Grosse, PMP, Facilities Project Administrator Sr.** CG

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**ACTION:**
Approval of a General Services Contract with FacilityBUILD, Inc., in the total amount of $183,657.15, including NMGRT, for design of the Mary Esther Gonzales Senior Center Expansion; Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938; Denise Gabaldon, rdgabaldon@santafenm.gov, 505-955-5934

**BACKGROUND AND SUMMARY:**
The Governing Body recently approved the State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant Agreement A20E5288 which provides $2,484,852 to plan, design, construct, equip and furnish an expansion of the Mary Esther Gonzales Senior Center (MEG). The grant provides $148,466 for design. Community Services is providing an additional $35,200 to complete detailed design and construction plans from the schematic design (attached BAR). The remaining $2,311,537 of the grant is allocated for construction.

Mary Esther Gonzales Senior Center is the primary senior center in the City of Santa Fe. Located in the northeastern part of the City where senior population is concentrated, the MEG facility has seen a dramatic increase in clients who use wheelchairs.

Examples of planned improvements to the facility include:

1. While clients who use wheelchairs can be comfortably accommodated in the cafeteria, they are unable to easily access the fitness room and the arts & crafts room. These rooms will be expanded and remodeled to create wider entrances and larger aisles between equipment and furnishings to provide access for users in wheelchairs.

2. There is currently only one ADA toilet in the MEG and during peak hours when 200-250 people may be in the building, patrons who use wheelchairs may have to use non-ADA toilets which may compromise their safety and privacy. Installation of new ADA restrooms will be provided.

3. Additional offices for counseling, assessment of clients, and respite will be provided.

**PROCUREMENT METHOD:**
The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 which expires on June 30, 2023.

**FUNDING SOURCE:**
$183,666 is available for design; $148,466 from State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant A20E5288 and $35,200 from Community Service
**Fund Name/Number**: CIP Community Development/Fund 345
**Munis Org Name/Number:** Seniors/Comm Dev CIP/3459981
**Munis Object Name/Number:** WIP Design/572960

**ATTACHMENTS:**
Contract-FacilityBuild
Proposal-FacilityBuild
Approved BAR
Schematic Design
Procurement Documents (SWPA# 00-00000-20-00110)
Certificate of Insurance-FacilityBuild
Business License-FacilityBuild
Summary of Contracts
Procurement Checklist

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **May 4, 2023**

**TO:** **John Blair, City Manager**
**Emily Oster, Finance Director**
**Andy Hopkins, Budget Officer**

**VIA:** **Kyra Ochoa, Community Health and Safety Department Director** KO
**Maria Sanchez Tucker Community Services Department Director** MT

**FROM:** **Manuel Sanchez, Interim Senior Services Director** MS
MS (May 5, 2023 11:42 MDT)

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**ITEM AND ISSUE:**

The Community Health and Safety Department Community Services requests approval of a BAR in the amount of $35,200 for the Design work of the Mary Ester Gonzales Senior Center Expansion.

**Background and Summary:**

This request is to provide additional funding needed for the design of the Expansion of the MEG center.

**From:**

| | | |
|---|---|---|
| 1001001.510310 | Service Contracts | ($35,200) |

**To:**

| | | |
|---|---|---|
| 3459981.572960 | WIP Design | $35,200 |

**ACTION REQUESTED:**
Please approve the BAR request for the Community Health and Safety Department Community Services Administrative Division in the amount of $35,200.00.

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Community Health and Safety/Community Services/Senior Services | 5/4/2023 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WIP Design | 3459981 | 572960 | SSD2124113 | 35,200 | |
| Service Contracts | 1001001 | 510310 | | | (35,200) |
| | | | | | |
| Capital Transfer to Seniors/Community Development CIP | 1001001 | 760345 | | 35,200 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Capital Transfer from General Fund | 3459981 | 660100 | | (35,200) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 35,200 | $ (35,200) |

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

Funding for MEG Senior Center Design

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

Manuel Sanchez MS — 5/4/2023
Prepared By *{print name}* — Date

Maria C. Tucker — May 5, 2023
Division Director Signature *{optional}* — Date

Kyra Ochoa (May 5, 2023 16:09 MDT) — May 5, 2023
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 — May 5, 2023
Budget Officer — Date

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

John Blair (May 9, 2023 10:34 MDT) — May 9, 2023
City Manager *{≤ $60,000}* — Date

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # 3203945

Contractor: FacilityBuild

Description: Expansion of MEG Senior Center.

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

Term Start Date: TBD Term End Date: 12/31/2023

[☐] 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:** SPA 00-0000020-00110

Purchasing Officer Review: May 18, 2023 Date:

Comment & Exceptions: Procured via Statewide Price Agreement

4. **Funding Source:** WIP Design **Org / Object:** 3459981/572960

Andy Hopkins (May 18, 2023 11:57 MDT)

Budget Officer Approval: May 18, 2023 Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** Caryn Grosse, PMP Phone # 505-955-5938

Email: clgrosse@santafenm.gov

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBuild

Procurement Title: MEG Senior Center Expansion

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

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

Department Requesting Public Works/Facilities Div Staff Name Caryn Grosse

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: |

| Caryn Grosse, PMP | Project Administrator Sr. | 3/22/2023 |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| | Contracts Supervisor | May 18, 2023 |
| Purchasing Officer (attesting that all information is reviewed) | Title | Date |

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2024

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

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

**PRODUCER**
Brown & Brown Insurance Services, Inc.
PO Box 94450
Albuquerque NM 87199

**CONTACT NAME:** Chad Rush
**PHONE (A/C, No, Ext):** (505) 821-5888 **FAX (A/C, No):**
**E-MAIL ADDRESS:** chad.rush@bbrown.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Continental Insurance Company | 35289 |
| INSURER B : National Fire Insurance Company of Hartford | 20478 |
| INSURER C : New Mexico Assurance Company | 13673 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
FacilityBUILD, Inc.
5904 Florence Ave NE
Albuquerque NM 87113

**COVERAGES** **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 6080401878 | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | BUA 6080401881 | 04/01/2024 | 04/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 0101272.105 | 04/01/2024 | 04/01/2025 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Job Number: 247002
Project Title: COSF-MEG Center Renovation
Contact: Caryn Grosse (clgrosse@santafenm.gov), 505-955-5938

**CERTIFICATE HOLDER**
City of Santa Fe
PO Box 909
Santa Fe NM 87504

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

**AUTHORIZED REPRESENTATIVE**

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# Memo Amend 2 Term_FacilityBuild_MEG_11 15 2024_CG1 RAW revsions RW.

Final Audit Report 2024-11-21

| | |
|---|---|
| Created: | 2024-11-20 |
| By: | Elizabeth Kahahane (elkahahane@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAxSsCsCqtANTsPOHNPs50-5IsJRCmYeAn |

## "Memo Amend 2 Term_FacilityBuild_MEG_11 15 2024_CG1 RAW revsions RW." History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-20 - 11:24:24 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-20 - 11:27:52 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2024-11-21 - 0:02:08 AM GMT- IP address: 104.47.65.254

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Signature Date: 2024-11-21 - 0:03:41 AM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-21 - 0:03:45 AM GMT

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2024-11-21 - 0:15:13 AM GMT- IP address: 174.218.21.200

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Signature Date: 2024-11-21 - 0:16:47 AM GMT - Time Source: server- IP address: 174.218.21.200

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2024-11-21 - 4:36:38 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

Elizabeth Kahahane (elkahahane@santafenm.gov) added alternate signer Regina Wheeler (rawheeler@ci.santa-fe.nm.us). The original signer rawheeler@santafenm.gov can still sign.

2024-11-21 - 11:54:33 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature

2024-11-21 - 11:54:33 PM GMT

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2024-11-21 - 11:54:57 PM GMT- IP address: 67.0.193.128

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-11-21 - 11:54:59 PM GMT - Time Source: server- IP address: 67.0.193.128

Agreement completed.

2024-11-21 - 11:54:59 PM GMT

# City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager


# MEMO

**Date:** **October 31, 2024**

**To:** **Governing Body**

**Via:** Finance Committee
Public Works and Public Utilities Committee
Marcos Martinez, Senior Assistant City Attorney Marcos Martinez
John Dupuis, Public Utilities Director
John Dupuis (Oct 31, 2024 09:46 MDT)

**From:** Jesse Roach, Water Division Director JR

## ITEM

Agreement for the City to provide potable water to the lower Acequia Madre in exchange for a reduced delivery obligation for Santa Fe River water at the Acequia Madre headgate.

## BACKGROUND

*Maximize Availability of Santa Fe River water*

Since 2011 when the Buckman Direct Diversion (BDD) came online City of Santa Fe Water has shifted to a management strategy of using river water preferentially and sparing use of well water to allow our aquifers to recover and maximize their availability for use when needed. Santa Fe River water treated at the Canyon Road Water Treatment Plant (CRWTP) is used preferentially over river water treated at BDD due to large differences in energy costs associated with pumping water from the Rio Grande into Santa Fe. In this management framework, we seek to maximize availability of the Santa Fe River.

*82.404 Acre Feet Santa Fe River Delivery Obligation to Acequia Madre*

Based on an existing agreement between the Acequia Madre and City of Santa Fe, the City is obligated to deliver 82.404 acre-feet per year of water to the Acequia Madre headgate near where Alameda crosses the Santa Fe River and becomes Camino de La Cruz Blanca. Of this amount, 60.912 acre-feet per year are to serve fields at the lower end of the Acequia system in the traditional village of Agua Fria. We will refer to this section of the Acequia as the lower Acequia Madre.

*Lower Acequia Madre Infrastructure Problems and Opportunity for Win-Win Agreement*

The Acequia Madre itself is no longer an efficient way to move water from the headgate to the lower Acequia Madre. As a result, deliveries of water diverted at the headgate to farmers on the lower Acequia

are unreliable. Due to this lack of reliability, the farmers on the lower Acequia would prefer the certainty of 20 acre-feet per year of pressurized potable water to the uncertainty of how much of the 60.912 acre-feet per year diverted at the headgate will reach them and be available for use. Despite costs associated with treatment and distribution, because of the value of Santa Fe River water, the City is willing to deliver 20 acre-feet of potable water to the lower Acequia instead of delivering 60.912 acre-feet of untreated river water to the Acequia Madre headgate.

*Other Terms of the Agreement*

The proposed agreement allows either party to revert to the current agreement locations and amounts in any year where notice is given before the end of February. With the agreement of the Acequia Madre, the City may apply on its behalf for funding to improve or repair the Acequia.

*Financial and Water Right Considerations*

Variable water treatment costs (costs that only change with amount of water treated) at CRWTP are estimated to be approximately $0.26 per 1000 gallons, while they are estimated to be approximately $0.8 per 1000 gallons at BDD due largely to pumping requirements. With this agreement in place there will be almost 61 acre-feet of new water available for treatment at CRWTP, 20 acre-feet of which wouldn't have been treated otherwise and will go to the Lower Acequia Madre, and 41 acre-feet of which would have otherwise been treated at BDD. The savings realized by treating 41 acre-feet at CRWTP instead of at BDD outweigh the costs of treating 20 acre-feet of water for the lower Acequia Madre making this agreement financially beneficial to City of Santa Fe Water.

Another way to think about this agreement is that in most years the amount of water available to be treated at CRWTP is limited not by our right to divert (5040 acre-feet per year), but by availability. In years where we can't divert our full right this agreement effectively adds almost 41 acre-feet of diversion rights along the upper Santa Fe River. Water rights on the upper Santa Fe River are not available for purchase, but for context, less scarce water rights on the Middle Rio Grande are worth over $30,000 per acre-foot.

**REQUEST**

Approval of "Second Amended Stipulated Operating Agreement by City of Santa Fe and Acequia Madre de Santa Fe Community Ditch Association".

**SECOND AMENDED STIPULATED OPERATING AGREEMENT BY CITY OF SANTA FE AND ACEQUIA MADRE DE SANTA FE COMMUNITY DITCH ASSOCIATION**

WHEREAS, the City of Santa Fe ("City") and the Acequia Madre de Santa Fe Community Ditch Association ("Acequia Madre") (sometimes referred to herein in the singular as "Party" and in the plural as "the Parties") jointly submitted this Second Amended Stipulated Operating Agreement ("Second Amended Stipulation") to counsel for the State of New Mexico for its approval and joinder as a party to the Second Amended Stipulation for submission to the Court for approval and entry of an Order; and

WHEREAS, the State declined to become a party to the Second Amended Stipulation on the grounds that it does not impact any of the obligations or responsibilities of the State; and

WHEREAS, the State advised the City and Acequia Madre that the State has no objection to alternative administration of the water rights of the Parties proposed by the Second Amended Stipulation nor to the Acequia Madre and City entering into the proposed alternative administration.

Therefore, the Parties hereby stipulate and agree as follows:

1. This Second Amended Stipulation amends the January 28, 2015 Amended Stipulated Operating Agreement ("Amended Stipulation"), previously entered into by these Parties or their predecessors in interest and adopted by the February 10, 2015 Order of the Court, a copy of which is attached hereto as Attachment 1. This Second Amended Stipulation only amends and supersedes those provisions of the Amended Stipulation as expressly stated herein and all provisions of the Amended Stipulation not amended herein remain in effect.
2. The amended stipulations, agreements, descriptions of water right "requirements" and all other matters set forth herein are solely for the purpose of settlement and are without waiver

of or prejudice to any water right claims or any positions taken in respect to such claims, or other rights or defenses of the parties, and do not constitute a concession of the validity of any position asserted by the Parties.

3. The Parties enter this Second Amended Stipulation for the purpose of enabling the more efficient delivery of water by the City and the Acequia to 11.28 irrigated acres adjudicated under Subfile Nos. 11.381 to 11.382, which are located at the southern end of the Acequia ("Montoya Tracts"). The Parties recognize and agree that because of the distance involved, under recent and existing circumstances the delivery of water to the Montoya Tracts in the amounts adjudicated for those Tracts via diversion of water from the Santa Fe River at the Acequia's headgate and conveyance through the Acequia, results in excessive loss of water through evaporation and seepage, such that in most years no deliveries of water can be made to the Montoya Tracts.

4. Paragraph 3 of the Amended Stipulation is deleted and replaced by the following:

"3. A. This Amended Stipulation is based on a total number of irrigated acres served by the Acequia Madre of 15.26 acres. The Parties agree that the irrigation water requirements in an average weather year for the 15.26 irrigated acres served by the entire Acequia Madre, both the upper, eastern section ("upper Acequia") and the lower Acequia Madre which serves Subfile Nos. 11.381/11.382A, 11.381/11.382B, 11.381/11.382C, 11.381/11.382D and 11.381/11.382E ("lower Acequia"), is as follows: total Project Delivery Requirement ("PDR") is 82.404 acre feet per year (15.26 times the per acre PDR of 5.4); total Farm Delivery Requirement ("FDR") is 41.202 acre feet per year (15.26 times the per acre FDR of 2.7).

3.B. The Parties agree that, even though the adjudicated PDR and FDR for the 11.28 acres of lower Acequia are 5.4 acre feet per acre per year ("AFA") and 2.7 AFA, respectively, and without amending or modifying the adjudication of those amounts in any way, an Alternative Delivery Schedule may be desirable to benefit the lower Acequia Madre, such that the City may meet its delivery obligation of water for the lower Acequia by delivering twenty (20.0) acre feet per year ("AFY"), west of Henry Lynch Road and north of La Paz Lane ("lower Acequia Madre delivery location"). The following provisions will apply to the City's delivery of water to the lower Acequia under the Alternative Delivery Schedule:

i. The City of Santa Fe will make up to 20.0 AFY of water available at the lower Acequia Madre delivery location during the months of April through October. This delivery may consist of non-potable water delivered via surface flow in the Acequia itself, or potable water available on demand delivered through the City's distribution system via a three inch or smaller meter with a backflow preventer and downstream valve. Measurement devices for either option will be installed and maintained by the City. The City will provide members of the Acequia Madre access to flow measurements from all utilized devices via the internet. The City may remove measurement devices, and associated backflow related infrastructure from November through March to avoid vandalism and prevent freezing.

ii. If the City elects to provide water via non-potable surface flow in the Acequia itself, the City will provide to the Acequia Madre projected monthly delivery volumes, and the lower Acequia Madre may supplement flows with potable water on demand

if and when needed subject to fees associated with excess annual potable use as described in 3.B.iv below.

iii. The Acequia Madre shall be responsible for installation and maintenance of all Acequia infrastructure downstream of the lower Acequia Madre delivery location. If the Acequia Madre does not maintain infrastructure sufficient to fully contain all water until it is delivered to the lower Acequia, the Acequia Madre will be responsible for de-chlorination or any other water quality requirement necessary for surface discharge of potable water into an open channel.

iv. Any potable water deliveries in excess of 20.0 AFY will be billed at established rates for City water provided for irrigation purposes through the meter size utilized. Apart from these possible charges for excess annual use, there will be no charges to the Acequia Madre for potable water delivered through the lower Acequia Madre meter.

v. If there is an outstanding balance on the Acequia Madre account, the City of Santa Fe reserves the right to halt service following standard procedures for an overdue utility account.

vi. The required delivery of Santa Fe River water to the upper Acequia at the Acequia Madre headgate will be reduced from 82.404 AF/yr to 21.492 AF/yr during years in which the Alternative Delivery Schedule is used.

vii. If the Acequia Madre agrees in writing to shortage sharing operations with the City at its headgate, that agreement may include a consistent percent reduction in annual deliveries that year to the lower Acequia Madre meter.

viii. The Alternative Delivery Schedule shall apply in every calendar year, provided that the original delivery schedule set forth in the Amended Stipulation will be used if either party notifies the other in writing by February 28 of any year that the original delivery schedule and location will be used for that year.

ix. The Parties acknowledge that this Second Amended Stipulation provides for delivery of amounts of water to the lower Acequia less than the FDR adjudicated by the Court and agree that this reduced delivery under the Alternative Delivery Schedule does not constitute a waiver of the validity or enforceability of the full adjudicated rights for the water rights under Subfile Nos. 11.381 to 11.382. The Parties agree that this Second Amended Stipulation and the delivery of water to the lower Acequia for Subfile Nos. 11.381 to 11.382 pursuant thereto shall not be construed as admissions against interest by the Acequia Madre or the owners of water rights under Subfile Nos. 11.381 to 11.382, or submitted in evidence or used in any manner in any forum or legal proceeding as the basis for claims of abandonment or forfeiture of any part of those water rights.

5. The Parties agree that after consultation with the Acequia Madre and with its agreement the City may apply for funding which may be available to improve, repair, or rehabilitate the Acequia Madre. Any such application for funding will be pursuant to a funding or fiscal service agreement between the City and the Acequia Madre and any other joint action agreement between the parties.

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

ACEQUIA MADRE DE SANTA FE
COMMUNITY DITCH ASSOCIATION

By: _____

Date: 10/14/2024
Dave Staples, Commissioner

_____
Miche Bové Garcia, Commissioner
Date: 14 Oct 2024

_____
Date: 10/14/2024
David Maes, Commissioner

_____
Date: 10-14-24
Gilbert Montoya, Commissioner

_____
Date: 10.14.24
Eric Montoya, Mayordomo

_____
Date: 10-14-24
Rebecca Dempsey
CUDDY & McCARTHY, LLP
Attorney for Acequia Madre
Post Office Box 4160
Santa Fe, New Mexico 87502-4160
(505) 988-4476
(505) 954-7373 (Fax)

**CITY OF SANTA FE:**

Alan M. Webber, Mayor

Date

Attest:

Andrea Salazar, City Clerk

Approved as to form:

Marcos Martinez
Marcos Martinez (Sep 23, 2024 15:33 MDT)

Marcos D. Martinez, Senior Assistant City Attorney

Approved as to Finance:

Emily K. Oster

Emily Oster, Finance Director

CITY OF SANTA FE

**Date:** November 8, 2024

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life Committees

**Via:** Randy Randall, Interim Community Development Director Randy Randall (Nov 8, 2024 15:26 MST)
Johanna Nelson, Interim Director, Office of Affordable Housing Johanna Nelson

**From:** Roberta Catanach, Project Administrator

**Subject:** Amendment #1 – Santa Fe Suites

**Vendor Name:** Community Solutions

**Vendor Number:** 8937

---

**ITEM AND ISSUE:**
Request for the approval of Amendment #1 for the Service Agreement in the total amount of $969,500 for Capital Improvements and Unit Upgrades at Santa Fe Suites; Community Solutions DBA Vincent's Legacy LLC

**Action Requested: Approve the amendment to extend the term to June 30, 2025**

**BACKGROUND AND SUMMARY:**
The Affordable Housing Trust Fund (AHTF) will be utilized for capital improvements and unit upgrades at Santa Fe Suites. Santa Fe Suites is a 123-unit apartment building where 82 units are reserved for households earning 65% AMI or less and 41 units reserved for households earning less than 30% AMI.

Supportive services and case management are provided at the Santa Fe Suites by St. Elizabeth Shelters. Capital upgrades funded through this contract include, but are not limited to, replacement of fire alarm system, replacement of hot water heaters, parking lot repairs, unit renovations, and exterior painting.

The funds for this contract were not fully expended because the organization utilized funding on another Affordable Housing Trust contract in the amount of $910,000 first

**PROCUREMENT METHOD:**

The procurement method was completed through RFA #23/39/R
**Chief Procurement Officer Approval:** _____ **Date:** Nov 12, 2024
**Comment/Exceptions:** _____

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 3203989

The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223
**Munis Object Name/Number:** Subsidy Payments/510400

**Project Ledger #: AFH2424013**

**Budget Officer Approval:** Andy Hopkins **Date:** Nov 12, 2024
**Comment/Exceptions:** _____

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

☐**Yes |** ☒ **No**

**Grant Manger/Accounting Officer Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
☐ **Yes |** ☒ **No**

**Project Ledger #:** _____

**Anticipated length of project:** _____

**Asset Manager Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Department Approvals:**
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

**Approval**: _____ **Title:** _____ **Date**: _____
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment & Exceptions**: _____

Department Contract Administrator Contact Info:
Roberta Catanach

Project Administrator
505-955-6421

**ATTACHMENTS:**

Amendment #1
Original Contract
Santa Fe Business License
Certificate of Insurance (COI)
Project Ledger

Item#_____
Munis Contract#3203989
Original Contract Item# 23-0328
RFA #: 23/39/R

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**SERVICE AGREEMENT**
**ITEM# 23-0328**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Community Solutions International Inc., Vincent's Legacy** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide an affordable housing project for the City.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (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.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
COMMUNITY SOLUTIONS INTERNATIONAL INC., VINCENTS LEGACY

Rosanne Haggerty
Rosanne Haggerty (Nov 7, 2024 14:48 EST)

ROSEANNE HAGGERTY
PRESIDENT AND CEO

DATE: Nov 7, 2024

CRS# 03539318001

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Nov 7, 2024 13:24 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

Item# 23-0328
Munis Contract# 3203989

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Community Solutions International Inc., Vincent's Legacy**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

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

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

**WHEREAS,** the Contractor does hereby accept its designation as affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Scope of Work**.

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Use AHTF funds for costs associated with capital upgrades at the Santa Fe Suites. 123 rental units – 82 units for households earning at or less than 65% AMI and 41 units for households earning less than 30% AMI – will be directly or indirectly supported through this project.

1. Capital upgrade activities include, but are not limited to, replacement of fire alarm system, replacement of the hot water heater systems, parking lot repairs, unit renovations, and exterior painting.

B. Contractor will submit a final budget for these funds within 30 days after contract is executed. Contractor is required to submit invoices for expenses incurred.

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1. Ensure that property management intake staff is trained in completing an assessment identified by the NMCEH CES.

2. Complete the assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES access).

3. Select from the NM CES prioritized list to fill openings when appropriate.

4. Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Contractor will become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report to the City of unduplicated, de-identified individuals and families experiencing literal homelessness (Homeless Category 1) and commit to quality improvement practices.

F. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

**2. Standard of Performance; Licenses**.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

**3. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily

performed, such compensation not to exceed nine hundred sixty nine thousand five hundred dollars ($969,500), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($969,500). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**4. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2024** 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.

**5. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS*

*NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents

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

**8. Assignment.**

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

**9. Subcontracting.**

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

**10. Release.**

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

**11. Confidentiality.**

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

**12. Product of Service -- Copyright.**

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

**13. Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and

notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

**14. Amendment.**

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

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

**15. Entire Agreement.**

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

**16. Penalties for violation of law.**

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

**17. Equal Opportunity Compliance.**

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

**18. Applicable Law.**

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

**19. Workers Compensation.**

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

**20. Professional Liability Insurance**.

Contractor shall maintain professional liability insurance throughout the term of this

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

**21. Other Insurance**

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

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

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

**C.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any

Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**22. Records and Financial Audit.**

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

**23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, 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.

**24. New Mexico Tort Claims Act**

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

**25. Invalid Term or Condition.**

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

**26. Enforcement of Agreement.**

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

**27. Notices.**

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

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fe.nm.us

To the Contractor: Community Solutions International Inc., Vincent's Legacy
1200 Camino Consuelo
Santa Fe, NM 87507

**28. Authority.**

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

**29. Merger.**

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

**30. Non-Collusion.**

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

**31. Default/Breach.**

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

**32. Equitable Remedies.**

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

**33. Default and Force Majeure.**

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

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: Jun 3, 2023

COMMUNITY SOLUTIONS INTERNATIONAL INC., VINCENT'S LEGACY

Rosanne Haggerty (Apr 28, 2023 13:47 EDT)

ROSEANNE HAGGERTY
PRESIDENT AND CEO

New Mexico Taxation & Revenue Dept:
CRS# 03539319001

City of Santa Fe Business Registration
#232194

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK
**GB MTG 05/31/2023**

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 24, 2023 13:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 3, 2023 08:11 MDT)

EMILY OSTER
FINANCE DIRECTOR

2400223.510400 AH
Org. Name/Org#.

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **April 14, 2023**

**TO:** **Governing Body, May 31, 2023**
**Quality of Life Committee, May 17, 2023**
**Finance Committee, May 15, 2023**

**VIA:** **John W Blair, City Manager**
**Emily Oster, Finance Department Director**
**Travis Dutton-Leyda, Chief Procurement Officer**
**Rich Brown, Director, Community Development Department** Richard Brown
**Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

**FROM:** **Cody Minnich, Project Manager, Office of Affordable Housing** Cody Minnich

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**ITEM AND ISSUE:**
Request for the Approval of the Service Agreement in the Total Amount of $969,500 for Capital Improvements and Unit Upgrades at Santa Fe Suites; Community Solutions DBA Vincent's Legacy LLC; (Cody Minnich, cjminnich@santafenm.gov, (505) 955-6574)

**BACKGROUND AND SUMMARY:**
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. In recent years, the Governing Body has committed $3,000,000 annually to the trust fund to respond to the urgent housing needs in Santa Fe. These funds are used for affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Application on January 20, 2023 to support housing solutions for people experiencing homelessness, those at risk of homelessness or who are precariously/unsuitably housed, those at risk of losing their housing either because of eviction, foreclosure or safety and condition issues, including homeowners, or renters/homeowners who are heavily cost burdened.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

**RFA #23/39/R.** For RFA #23/39/R, a balance of $3,664,500 in the AHTF is available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC Meeting on March 1, 2023. Awards are based on the applicant's demonstration of how the proposed project meets the City's priority of preventing homelessness, ending homelessness, and/or

stabilizing the housing situations of those who are at risk of losing their housing. The following criteria was evaluated by the CDC to make funding recommendations:

1) Funding: the proposed project budget is realistic, funds are leveraged at a 3:1 ratio from other sources (for every $1 of AHTF, $3 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
2) Need/Benefit and Project Feasibility: the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.
3) Affordability: the proposed project effectively meets the income eligibility requirements of the NM Affordable Housing Act, and applicant describes how affordability targets will be achieved and monitored over time for compliance, and how equity will be secured.
4) Organizational Capability and Management: the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance, and demonstrates financial soundness.

**Projects Funded.** Ten applications were submitted for the AHTF funds. Ten AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

| GRANTEE | REQUESTED | RECOMMENDED |
|---|---|---|
| Adelante (SFPS) | $60,000 | $60,000 |
| ***Community Solutions DBA Vincent's Legacy*** | ***$1,500,000*** | ***$969,500*** |
| Homewise | $500,000 | $500,000 |
| Life Link | $250,000 | $250,000 |
| NM Coalition to End Homelessness (Early Intervention) | $225,000 | $200,000 |
| NM Coalition to End Homelessness (Consuelo's Place Shelter) | $713,000 | $575,000 |
| SF Recovery Center | $60,000 | $60,000 |
| SF Community Housing Trust #1 | $600,000 | $600,000 |
| St Elizabeth Shelters | $250,000 | $250,000 |
| Youthworks | $210,000 | $200,000 |
| **TOTAL** | **$4,368,000** | **3,664,500** |

**Community Solutions DBA Vincent's Legacy LLC**
*Santa Fe Suites Capital Improvements*
*$969,500*
AHTF Funds will be utilized for capital improvements and unit upgrades at Santa Fe Suites. Santa Fe Suites is a 123-unit apartment building where 82 units are reserved for households earning 65% AMI or less and 41 units reserved for households earning less than 30% AMI. Supportive services and case management are provided at SF Suites by St Elizabeth Shelters. Capital upgrades funded through this contract include, but are not limited to, replacement of fire alarm system, replacement of hot water heaters, parking lot repairs, unit renovations, and exterior painting.

**PROCUREMENT METHOD:**
The procurement method is RFA #23/39/R which expires June 30, 2024.

**CONTRACT NUMBER:**
The FY24 Munis contract number is 3203989.

**FUNDING SOURCE:**

The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223
**Munis Object Name/Number:** Subsidy Payments/510400

**ACTION REQUESTED:**
The Office of Affordable Housing respectfully requests your review and approval**.**

# City of Santa Fe

**Real Estate Summary of Contracts, Agreements, Amendments & Leases**

**Section to be completed by department**

1. Munis Contract # **3203989**

Contractor: **Community Solutions - SF Suites (AHTF)**

Description: **Costs associated with capital upgrades at the SF Suites - (123 rental units) - 82 for households earning at or less than 65% AMI and 41 units for households earning less than 30% AMI**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **Upon Approval** Term End Date: **12/31/2024**

☐ 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)
**Original Contract: $969,500 - RFA 23/39/R**

3. **Procurement History:** **RFA #23/39/R**

Purchasing Officer Review: May 2, 2023 Date:

Comment & Exceptions: Secured via Request for applications

4. **Funding Source:** **240** **Org / Object:** **2400223.510400**

Andy Hopkins
Andy Hopkins (May 2, 2023 09:29 MDT)

Budget Officer Approval: May 2, 2023 Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@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

**BUSI**

**Business Name:** VINCENT'S LEGACY LLC
DBA: VINCENT'S LEGACY LLC

**Business Location:** 3007 S ST FRANCIS DR
SANTA FE, NM 87505

**Owner:** VINCENT'S LEGACY LLC

**License Number:** 232194

**Issued Date:** April 05, 2023

**Expiration Date:** April 05, 2024

**CRS Number:** 0353931800

**License Type:** Business Lice

**Classification:** Business Reg

**Fees Paid:** $35.00

VINCENT'S LEGACY LLC
PO BOX 3524 CHURCH STREET STATION
NEW YORK, NY 10008

THIS IS NOT A CONSTRUCTION P
APPROPRIATE PERMITS MUST B
OF SANTA FE BUILDING PERMIT
COMMENCEMENT OF ANY CONS
INSTALLATION OF ANY EXTERIOR

THIS REGISTRATION/LICENSE IS
OTHER BUSINESSES OR PREMISE

TO BE POSTED IN A CONSPICUOUS PLACE

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Community Solutions - SF Suites

Procurement Title: RFA #23/39/R

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 OAH Staff Name Roberta Catanach

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: |

| Roberta Catanach | Contract Administrator | 03/27/2023 |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| | Contracts Supervisor | May 2, 2023 |
| Purchasing Officer (attesting that all information is reviewed) | Title | Date |

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

Client#: 6845 COMMSOL1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2023

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

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

**PRODUCER**
Edgewood Partners Ins. Center
40 Marcus Drive
3rd Floor
Melville, NY 11747

**CONTACT NAME:** Commercial Support
**PHONE (A/C, No, Ext):** 631-390-9700 **FAX (A/C, No):** 631-390-9790
**E-MAIL ADDRESS:** NEcertificates@epicbrokers.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Insurance Co | 18058 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Community Solutions International, Inc.
c/o Common Ground Communities;
60 Broad Street Suite 2510A
New York, NY 10004-4912

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | | PHPK2484142 | 10/31/2022 | 10/31/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | 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: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK2484142 | 10/31/2022 | 10/31/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | PHUB839148 | 10/31/2022 | 10/31/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Community Solutions DBA Vincent's Legacy and the City of Santa Fe are included as additional insureds for general liability coverage as required by written contract.

**CERTIFICATE HOLDER**
Community Solutions DBA
Vincent's Legacy
1200 Camino Consuelo
Santa Fe, NM 87507

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

AUTHORIZED REPRESENTATIVE
Leonard Scioscia

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2023

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

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

| | |
|---|---|
| PRODUCER<br>ZIA INSURANCE AGENCY<br>P.O. BOX 2105<br>SANTA FE, NM 87504<br>CONRAD SCHOTT | CONTACT NAME: CONRAD SCHOTT<br>PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116<br>E-MAIL ADDRESS: |
| INSURED ST. ELIZABETH SHELTER<br>804 ALARID ST<br>SANTA FE, NM 87505 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: PHILADELPHIA INDEMNITY INS CO<br>INSURER B: NEW MEXICO MUTUAL CASUALTY<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: 2019-01 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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] PROFESSIONAL LIAB<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | X | Y | PHPK2491235 | 12/14/2022 | 12/14/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[X] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | X | | PHPK2491235 | 12/14/2022 | 12/14/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 500,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 11253.129 | 01/05/2023 | 01/05/2024 | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

RE: 3007 S. St. Francis Drive Santa Fe, NM 87505

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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The ACORD name and logo are registered marks of ACORD

# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1488115

DATE (MM/DD/YYYY): 1/20/2023

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

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

| PRODUCER | CONTACT NAME: 888-828-8365 | |
|---|---|---|
| Lockton Companies, LLC<br>3657 Briarpark Dr., Suite 700<br>Houston, TX 77042 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Indemnity Insurance Co. of North America | 43575 |
| INSURED<br>COMMUNITY SOLUTIONS INTERNATIONAL, INC<br>COMMUNITY SOLUTIONS<br>60 BROAD ST STE 2510A<br>NEW YORK, NY 10004-2306 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | C51476852 | 10/1/2022 | 10/1/2023 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

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

WAIVER OF SUBROGATION IN FAVOR OF City of Santa Fe WHEN REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

CITY OF SANTA FE
1200 CAMINO CONSUELO
SANTA FE, NM 87507

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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**Workers' Compensation and Employers' Liability Policy**

| | |
|---|---|
| Named Insured<br>COMMUNITY SOLUTIONS INTERNATIONAL, INC<br>COMMUNITY SOLUTIONS<br>60 BROAD ST STE 2510A<br>NEW YORK, NY 10004-2306 | Endorsement Number<br><br>Policy Number<br>Symbol: RWC Number: C51476852 |
| Policy Period<br>10/1/2022 TO 10/1/2023 | Effective Date of Endorsement<br>10/1/2022 |
| Issued By (Name of Insurance Company)<br>Indemnity Insurance Co. of North America | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

**Schedule**

City of Santa Fe
1200 Camino Consuelo
Santa Fe, NM 87507

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent


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Client#: 6845 COMMSOL1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2024

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**PRODUCER**
Edgewood Partners Ins. Center
40 Marcus Drive
3rd Floor
Melville, NY 11747

**CONTACT NAME:** Commercial Support
**PHONE (A/C, No, Ext):** 631 390-9700 **FAX (A/C, No):** 631 390-9790
**E-MAIL ADDRESS:** NEcertificates@epicbrokers.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Tokio Marine Specialty Insurance Co | 23850 |
| INSURER B : Philadelphia Indemnity Insurance Co | 18058 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Community Solutions International, Inc.
c/o Common Ground Communities;
60 Broad Street Suite 2510A
New York, NY 10004-4912

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

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | | PPK26230400014 | 10/31/2024 | 10/31/2025 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | | | | | | | MED EXP (Any one person) | $20,000 |
| | | | | | | | 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: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PPK26230400014 | 10/31/2024 | 10/31/2025 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | PHUB888947 | 10/31/2024 | 10/31/2025 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED X RETENTION $10000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Santa Fe is included as additional insured for general liability coverage as required by written contract.

**CERTIFICATE HOLDER**
City of Santa Fe
Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

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

AUTHORIZED REPRESENTATIVE
Leonard Scriscia

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Client#: 6845 COMMSOL1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2024

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| PRODUCER | CONTACT NAME: Commercial Support | |
|---|---|---|
| Edgewood Partners Ins. Center<br>40 Marcus Drive<br>3rd Floor<br>Melville, NY 11747 | PHONE (A/C, No, Ext): 631 390-9700 | FAX (A/C, No): 631 390-9790 |
| | E-MAIL ADDRESS: NEcertificates@epicbrokers.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Tokio Marine Specialty Insurance Co | 23850 |
| INSURED<br>Community Solutions International, Inc.<br>c/o Common Ground Communities;<br>60 Broad Street Suite 2510A<br>New York, NY 10004-4912 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liab<br>Claims Made<br>Retro 4/1/2011 | | | PPK26230400014 | 10/31/2024 | 10/31/2025 | $1,000,000 Ea Incident<br>$2,000,000 Aggregate | |

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

**CERTIFICATE HOLDER**

City of Santa Fe
Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Leonard Scriscia

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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1488115

DATE (MM/DD/YYYY): 08/23/2024

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

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

| | |
|---|---|
| **PRODUCER**<br>LOCKTON COMPANIES, LLC<br>3657 Briarpark Dr., Suite 700<br>Houston, TX 77042 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 888-828-8365 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** insperitycerts@locktonaffinity.com |
| **INSURED**<br>COMMUNITY SOLUTIONS INTERNATIONAL, INC<br>60 BROAD ST STE 2510A<br>NEW YORK, NY 10004-2306 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Indemnity Insurance Company of North America / 43575<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | C72299632 | 10/01/2024 | 10/01/2025 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1000000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

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

WAIVER OF SUBROGATION IN FAVOR OF City of Santa Fe WHEN REQUIRED BY WRITTEN CONTRACT.

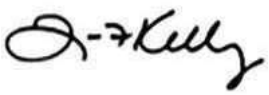
**CERTIFICATE HOLDER**

City of Santa Fe
1200 Camino Consuelo
Santa Fe NM 87507

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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| Named Insured<br>COMMUNITY SOLUTIONS INTERNATIONAL, INC<br>60 BROAD ST STE 2510A<br>NEW YORK, NY 10004-2306 | Endorsement Number<br><br>Policy Number<br>Symbol: WLR Number: C72299632 |
|---|---|
| Policy Period<br>10/01/2024 TO 10/01/2025 | Effective Date of Endorsement<br>10/01/2024 |
| Issued By (Name of Insurance Company)<br>Indemnity Insurance Company of North America | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. | |

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

**Schedule**

City of Santa Fe

1200 Camino Consuelo

Santa Fe, NM 87507

WAIVER OF SUBROGATION IN FAVOR OF City of Santa Fe WHEN REQUIRED BY WRITTEN CONTRACT.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Patti D. Otanez

Authorized Agent


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# City of Santa Fe

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

**BUSIN**

**Business Name:** VINCENT'S LEGACY LLC
DBA: VINCENT'S LEGACY LLC

**Business Location:** 3007 S ST FRANCIS DR
SANTA FE, NM 87505

**CRS Number:** 03539318001

**Owner:** VINCENT'S LEGACY LLC

**License Number:** 232194

**License Type:** Business Lice

**Issued Date:** April 10, 2024

**Classification:** Business Reg

**Expiration Date:** April 10, 2025

**Fees Paid:** $35.00

VINCENT'S LEGACY LLC
PO BOX 3524 CHURCH STREET STATION
NEW YORK, NY 10008

THIS IS NOT A CONSTRUCTION P
APPROPRIATE PERMITS MUST B
OF SANTA FE BUILDING PERMIT
COMMENCEMENT OF ANY CONS
INSTALLATION OF ANY EXTERIO

THIS REGISTRATION/LICENSE IS
OTHER BUSINESSES OR PREMISE

TO BE POSTED IN A CONSPICUOUS PLACE

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 10/31/24-update EXTEND TERM ONLY

Project Title: Community Solutions/Vincent's Legacy

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: AFH2424013

Grant ID: N/A

Approved By: Erika Lujan (Nov 4, 2024 11:15 MST)

CT (Finance Use Only)

Department: OAH Project Manager: ROBERTA CATANACH Ext: 316.4565

Project Date Range: 7/1/23 to 7/1/25 ☐ Create Fixed Asset

---

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

Funding Source: AFFORDABLE HOUSING TRUST FUND % of Funding: 100

MUNIS ORG: 2400223 MUNIS OBJ: _____ Awarded Amount: 969500.00

Funding Source: _____ % of Funding: _____

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

**Expense String Phase:**

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

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

Phase: CONTRACTUAL/SUBSIDY MUNIS ORG: 2400223 MUNIS OBJ: 510500

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

Grantor Name: _____ Awarded Amount: _____

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

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

Grantor Name: _____ Awarded Amount: _____

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

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

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

# (1a) Community Solutions

Final Audit Report 2024-11-15

| | |
|---|---|
| Created: | 2024-11-12 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwRogAFMAuPH8FKTzxuP6kdb8ORPyFZIj |

## "(1a) Community Solutions" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-12 - 3:06:15 PM GMT- IP address: 97.182.23.177

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-11-12 - 3:11:44 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-12 - 10:17:19 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-12 - 10:17:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-12 - 10:18:03 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-12 - 10:22:38 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-11-12 - 11:04:02 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-11-12 - 11:07:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-12 - 11:07:05 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-15 - 10:51:32 PM GMT- IP address: 104.47.65.254

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

Signature Date: 2024-11-15 - 10:54:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-15 - 10:54:20 PM GMT

CITY OF SANTA FE

**Date:** November 8, 2024

**To:** Governing Body

**Via:** Johanna Nelson, Interim Director, Office of Affordable Housing Johanna Nelson (Nov 15, 2024 09:35 MST)
Sam Burnett, Public Works Facilitis Division Director

**From:** Roberta Catanach, Project Administrator

**Subject:** Amendment #2 – JL Gray Bella Luz - Lamplighter

**Vendor Name:** JL Gary – Bella Luz Apartments 2022, LLLP

**Vendor Number:** 9452

---

**ACTION:**
Request for Approval of Amendment #2 to the City of Santa Fe Services Agreement with Bella Luz Apartments 2022, LLLP for the Lamplighter Motel Conversion Project to Extend the Term through June 30, 2026 (Johanna Nelson, Interim Director Affordable Housing, jhnelson@santafenm.gov)

**BACKGROUND AND SUMMARY:**
Responding to the RFA 22/01/R, Bella Luz Apartments 2022, LLLP was awarded the services contract to support the Lamplighter motel conversion project. The initiative involves transforming a property with 62 rooms and 16 studio apartments into 58 units of affordable housing. These units will be made available to households earning below 80% of the Area Median Income (AMI), with up to 25% reserved for special needs population. The total contract amount of $800,000 remains unchanged with this amendment. Funds are being allocated from the Affordable Housing Trust Funds for this contract to complete tasks related to development and design work. This amendment will extend the current contracts deadline of December 31, 2024 to June 30, 2026.

**PROCUREMENT METHOD:**

The procurement method was completed through RFA #22/01/R
**Chief Procurement Officer Approval:** _____ **Date:** Nov 15, 2024
**Comment/Exceptions:** NMSA 1978, Section 13-1-125

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 3203618

The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223

**Munis Object Name/Number:** Subsidy Payments/510500 Andy Hopkins Nov 15, 2024

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

☐**Yes** | ☒ **No**

**# (if known):** _____

**Grant Manager/Accounting Officer Approval:** Matthew Bonifer Matthew Bonifer (Nov 15, 2024 09:57 MST) **Date:** Nov 15, 2024
**Comment/Exceptions:** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
☐ **Yes** | ☒ **No**

**Project Ledger #:** AFH2324024

**Anticipated length of project: 2 years**

**Asset Manager Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Department Approvals:**
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

**Approval**: _____ **Title:** _____ **Date**: _____
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment & Exceptions**: _____

Department Contract Administrator Contact Info:
Roberta Catanach
rlcatanach@santafenm.gov
505-955-6421

**ATTACHMENTS:**

Amendment #2
Original contract & Amendment #1
Santa Fe Business License
Certificate of Liability Insurance
Project Ledger

Item#_____
Munis Contract#_3203618
Original Contract Item#23-0696
RFA #: 22/01/R

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICES AGREEMENT
ITEM# 23-0696

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated July 5, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Bella Luz Apartments 2022, LLLP. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide an affordable housing project for the City.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2026.

2. CONTRACT 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
BELLA LUZ APARTMENTS 2022, LLLP

_____
JEFFREY M. CURRY MEMBER-JL PROPERTIES GENERAL PARTNER OF BELLA LUZ APARTMENTS 2022 LLLP

DATE: Nov 6, 2024

CRS# 02-023933-00-5

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

Patricia Feghali
Patricia Feghali (Nov 6, 2024 10:12 MST)
_____
ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
_____
FINANCE DIRECTOR

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **November 14, 2023**

**TO:** **Governing Body: December 13, 2023**
**Quality of Life Committee: December 6, 2023**
**Finance Committee: December 4, 2023**

**VIA:** **Emily Oster, Finance Department Director**
**Travis Dutton-Leyda, Chief Procurement Officer**
**Rich Brown, Director, Community Development Department** Richard Brown
**Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

**FROM:** **Cody Minnich, Project Manager, Office of Affordable Housing** Cody Minnich

---

**ITEM AND ISSUE:**
Request for the Approval of Amendment No. 1 to the Affordable Housing Trust Fund (AHTF) Service Agreement in the Total Amount of $800,000 for the Lamplighter Motel Conversion Project to Extend the Term through December 31, 2024; Bella Luz Apartments 2022, LLLP; (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

**BACKGROUND AND SUMMARY:**
Affordable Housing Trust Funds (AHTF) are sourced from various channels, including developer fees, pre-inclusionary housing agreements, payoffs of City-held liens, and land sales from Tierra Contenta. These funds are dedicated to financing projects and initiatives aimed at providing affordable housing for income-qualified individuals. The eligible housing activities are explicitly detailed in SFCC Chapter 26-3. Allocation decisions are guided by the housing priorities outlined in the City's Five-Year Strategic Housing Plan and are subject to oversight by the NM Mortgage Finance Authority to ensure compliance with the NM Affordable Housing Act. Importantly, AHTF is exclusively earmarked for affordable housing endeavors, covering both capital expenses and direct financial aid to eligible beneficiaries. Given that AHTF funds are locally generated, their utilization criteria can be tailored to better address the unique needs of Santa Fe.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Applications on October 15, 2021, seeking proposals to address housing challenges faced by individuals experiencing homelessness, those at risk of homelessness, or residing in precarious or unsuitable conditions. This includes individuals facing potential housing loss due to eviction, foreclosure, safety concerns, or inadequate living conditions, encompassing both homeowners and renters facing significant financial burdens.

Responding to the RFA, Bella Luz Apartments submitted an application and was granted $800,000 from the AHTF to support their Lamplighter motel conversion project. The initiative involves transforming a property with 62 rooms and 16 studio apartments into 58 units of affordable housing. These units will be made available to households earning below 80% of the Area Median Income (AMI), with up to 25% reserved for special needs populations. AHTF funds are being allocated to cover soft costs associated with the project, including developer, architectural, and design fees.

Facing challenges inherent in the development process, such as protracted entitlement procedures and the need for asbestos remediation, Bella Luz formally requested an extension to the AHTF agreement to ensure sufficient time to expend the funds.

**PROCUREMENT METHOD:**
The procurement method is RFA #22/01/R.

**CONTRACT NUMBER:**
The Munis contract number is 3203618.

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223 AH
**Munis Object Name/Number:** Subsidy Payments/510500

**ACTION REQUESTED:**
The Office of Affordable Housing respectfully requests your review and approval.

Item# 23-0696
Munis Contract# 3203618
Original Contract Item# 22-0298
RFA #: 22/01/R

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**Contract #3203618**
**ITEM# 22-0298**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated July 5, 2022(the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP**. (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:

Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on December 31, 2024

2.CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Dec 28, 2023 17:05 MST)

ALAN WEBBER, MAYOR

DATE: Dec 28, 2023

CONTRACTOR:
BELLA LUZ APARTMENTS 2022, LLLP

JEFFREY M. CURRY
MEMBER-JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 02-023933-00-5

Registration # 232412

ATTEST:

Geralyn Cardenas (Dec 28, 2023 17:26 MST)

CITY CLERK XIV
GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 17, 2023 12:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 28, 2023 16:01 MST)

EMILY OSTER
FINANCE DIRECTOR

2400223.510500 AH
Org. Name/Org.# AH

# Bella Luz - Amendment_Final Redlined CAO

Final Audit Report 2023-11-17

| | |
|---|---|
| Created: | 2023-11-17 |
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Item# 22-0298
Munis Contract# 3203423

# CITY OF SANTA FE
# SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Bella Luz Apartments 2022, LLLP, herein after referred to as the "Contractor."**

## RECITALS

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

**WHEREAS,** the Contractor does hereby accept its designation as a provider of affordable housing programming, rendering services related to providing affordable support services and subsidy for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of one and a half years, as directed by the City.

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Scope of Work**

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Utilize funds to pay soft costs associated with the rehabilitation and configuration of the Lamplighter Inn into 58 units of affordable housing for households earning 80% AMI or less. Eligible costs for these funds may include and are limited to:

a. Developer fees
b. Architectural and Design fees
c. Feasibility studies, such as traffic studies, geotechnical studies, or environmental reviews
d. Land and real estate costs, such as legal fees, appraisal fees, surveys, inspections, and permits

e. Insurance fees
f. Other reasonable costs may submitted for approval to the City as required by project conditions.

B. Submit a final budget for the City's approval for use of these funds 30 days after contract is executed. The Contractor is required to submit invoices for expenses incurred that correspond to the approved budget.

C. Report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

E. Professional Certifications

a. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

b. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, representatives and subcontractors.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personn80el, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed eight hundred thousand dollars ($800,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($800,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **December 31, 2023**. 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 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's

representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the

City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible

personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not

profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Bella Luz Apartments 2022, LLLP
c/o JL Gray Company
2407 W. Picacho Ste A1
Las Cruces, NM 88007

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

To the Contractor: Santa Fe Community Housing Trust

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **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.

44. **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.

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR
DATE: Jul 5, 2022

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER- JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

New Mexico Taxation and
Revenue Dept
CRS# 02-023933-00-5

City of Santa Fe Business
Registration # 232412

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2022 14:23 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 5, 2022 11:12 MDT)
ALEXIS LOTERO
ACTING FINANCE DIRECTOR

2400223.510500 AH
Org.Name/Org.# AH

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **June 7, 2022**

**TO:** **Governing Body, June 29, 2022**
**Finance Committee, June 20, 2022**
**Quality of Life, June 15, 2022**

**VIA:** **John W Blair, City Manager**
**Alexis Lotero, Interim Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd (Jun 7, 2022 12:13 MDT)
**Richard Brown, Director, Community and Economic Development** Richard Brown

**FROM:** **Cody Minnich, Housing Grant Manager**

---

**ITEM AND ISSUE:**
Request for the Approval of the Service Agreement in the Total Amount of $800,000 for the Lamplighter Inn project; (Bella Luz, LLLP); (Cody Minnich, cjminnich@santafenm.gov, (505) 955-6574)

**BACKGROUND AND SUMMARY:**
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. These funds are used for affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Application on October 15, 2021 to support housing solutions for people experiencing homelessness, those at risk of homelessness or who are precariously/unsuitably housed, those at risk of losing their housing either because of eviction, foreclosure or safety and condition issues, including homeowners, or renters/homeowners who are heavily cost burdened.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

For RFA #22/01/R, a balance of $3,000,000 in the AHTF was made available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC Meeting on March 2nd. Awards are based on the applicant's demonstration of how the proposed project meets the City's priority of preventing homelessness, ending homelessness, and/or stabilizing the housing situations of those who are at risk of losing their housing. The following criteria was evaluated by the CDC to make funding recommendations:

1) Funding: the proposed project budget is realistic, funds are leveraged at a 3:1 ratio from other sources (for every $1 of AHTF, $3 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
2) Need/Benefit and Project Feasibility: the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.
3) Affordability: the proposed project effectively meets the income eligibility requirements of the NM Affordable Housing Act, and applicant describes how affordability targets will be achieved and monitored over time for compliance, and how equity will be secured.
4) Organizational Capability and Management: the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance, and demonstrates financial soundness.

Six applications were submitted for the AHTF funds. Five AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

| GRANTEE | REQUESTED | RECOMMENDED |
|---|---|---|
| HOMEWISE | $1,617,375.00 | $700,000.00 |
| LAMPLIGHTER | $1,037,339.00 | $800,000.00 |
| COMMUNITY SOLUTIONS | $1,500,000.00 | $910,000.00 |
| SF CIVIC HOUSING AUTHORITY | $500,000.00 | $500,000.00 |
| YOUTHWORKS | $180,000.00 | $90,000.00 |
| **TOTAL** | **$4,834,714.00** | **$3,000,000.00** |

### Bella Luz, LLLP – Lamplighter

*Amount Requested: $1,037,339*
*Amount Recommended: $800,000*
Funds will support the acquisition and rehabilitation of motel property to house renters who are unstably housed, transitioning out of homelessness, or workforce renters. The property will be converted from 62 rooms and 16 studio apartments to 58 units of affordable housing available to households earning under 80% AMI with up to 25% of said units being available to special needs populations. AHTF funds will support soft costs associated with this project, such as developer, architectural, and design fees.

**PROCUREMENT METHOD:**
The procurement method is the RFA # 22/01/R which expires June 30, 2023.

**CONTRACT NUMBER:**
The FY22 Munis contract number is 3203423.

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223
**Munis Object Name/Number:** Subsidy Payments/510500

**ACTION REQUESTED:**
The Office of Affordable Housing respectfully requests your review and approval.

# City of Santa Fe

**Real Estate Summary of Contracts, Agreements, Amendments & Leases**

**Section to be completed by department**

1. Munis Contract # **3203423**

Contractor: **Bella Luz - Lamplighter Project**

Description: **Funds will support the acquisition and rehabilitation of motel property to house renters who are unstably housed, transitioning out of homelessness, or workforce renters. The property will be converted to 58 units of affordable housing**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Approval** Term End Date: **12/31/2023**

☐ 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)
**Original Contract: $800,000 (RFA-22/01/R)**

3. **Procurement History:** _____

JoAnn Lovato — JoAnn Lovato (Jun 9, 2022 14:43 MDT) — Jun 9, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: RFA issued in Oct21 but contractor lagged when sending license thus a delayed contract start.

4. **Funding Source:** **240** **Org / Object:** **2400223.510500**

Andy Hopkins — Andy Hopkins (Jun 9, 2022 15:10 MDT) — Jun 9, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: JL Gray - Lamplighter

Procurement Title: RFA #22/01/R

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 OAH Staff Name Roberta Catanach

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: |

| Roberta Catanach | Contract Administrator | 06/07/2022 |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| JoAnn Lovato JoAnn Lovato (Jun 9, 2022 14:43 MDT) | Contracts Supervisor | Jun 9, 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 contract.

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

**Business Location:** 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

**CRS Number:** 03581126009

**Owner:** Jeff Curry

**License Number:** 232412

**License Type:** Business License - Renewable

**Issued Date:** March 24, 2022

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** March 24, 2023

**Fees Paid:** $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

Client#: 1540294 JLGRA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2023

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

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

| PRODUCER | CONTACT NAME: Cecelia Novak | |
|---|---|---|
| USI Insurance Services, LLC<br>222 S.Riverside Plaza, Suite 900<br>Chicago, IL 60606<br>312 442-7200 | PHONE (A/C, No, Ext): 312 442-7200 | FAX (A/C, No): |
| | E-MAIL ADDRESS: cecelia.novak@usi.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Evanston Insurance Company | 35378 |
| | INSURER B : Federal Insurance Company | 20281 |
| | INSURER C : Gemini Insurance Company | 10833 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 3AA660556 | 04/11/2023 | 04/11/2024 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | Terrorism Excluded | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | 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 | $Not Covered |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EZXS3111940 | 04/11/2023 | 04/11/2024 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | D&O-EPLI-CRIME | | | 82255792 | 06/30/2023 | 06/30/2024 | $1MM D&O; $2MM Crime | |
| C | Professional Liab | | | VNPL013473 | 06/30/2023 | 06/30/2024 | $2,000,000 | |

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

**CERTIFICATE HOLDER**

City of Santa Fe
POO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2023

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Doug Jones (for Paychex)<br>c/o Artex Risk Solutions, Inc.<br>P.O. Box 13838<br>Scottsdale AZ 85267 | PHONE (A/C, No, Ext): (888) 627-4735 | FAX (A/C, No): |
| | E-MAIL ADDRESS: PEO_WorkComp@paychex.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: American Zurich Insurance Company | 40142 |
| INSURED<br>Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc<br>2054 Vista Parkway Suite 300<br>West Palm Beach, FL 33411 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 23FL9751156146 **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.

| NSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC 29-38-687-21 | 06/01/2023 | 06/01/2024 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | Location Coverage Period: | 06/01/2023 | 06/01/2024 | Client# 81294-JLGRAY-CO-MGMT | |

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

Coverage is provided for only those co-employees of, but not subcontractors to:
JL Gray Company Inc
1816 E Mojave St
Farmington, NM 87401

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# City of Santa Fe

**Summary of Contract, Agreement, Amendment & Lease**

**All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):**

**1.a** Munis Contract: 3203423 Procurement # (RFP/ITB# If any): RFA 22/01/R

Contractor: Bella Luz - Lamplighter

*Procurement Method:* Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Lamplighter - Converting 58 units of affordable housing

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: Upon Approval Term End Date: 6/30/2025 Total Contract Amount: $800,000

☑ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease:

**1.b** Amendment #: 1 to the Original Contract/Lease # 3203423

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: June 30, 2025

☑ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: 6/29/2022

Amendment is for: Extend term to June 30, 2025

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

Original Contract: $800,000 (RFA - 22/01/R)
Amendment #1: Extending term to June 30, 2025

**3. Procurement History:** _____

_____ Nov 22, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

**4. Funding Source:** 240 **Org / Object:** 2400223.510500

Andy Hopkins
Andy Hopkins (Nov 20, 2023 09:51 MST) Nov 20, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

**5. Grant History (if applicable):** _____

Grants Administrator Approval: _____ **Date** _____

***Staff Contact who Completed This Form:*** Roberta Catanach Phone #: 505-955-6421

**To be recorded by City Clerk:**
Clerk # _____
Date of Execution: _____

Email: rlcatanach@santafenm.gov

_____

ITT Representative (attesting that all information is reviewed) Title Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST

**Contractor Name:** Bella Luz - Lamplighter

**Procurement/contract Title:** RFA 22/01/R

**Procurement Method:** ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt:

☐Small Purchase (Contract Under $60,000) ☒Other: AHTF

Requesting Department: Affordable Housing Staff Name: Roberta Catanach

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

| YES | N/A | | YES | N/A | |
|---|---|---|---|---|---|
| ☐ | ☒ | **Written Determination (srvs)** | ☐ | ☒ | **Quote(s) (3 Valid & Current for Over 20k)** |
| ☐ | ☒ | **RFP (include ECR)** | ☐ | ☒ | **BAR** |
| ☐ | ☒ | **ITB (include bid tab)** | ☐ | ☒ | **FIR** |
| ☒ | ☐ | **Other: RFA** | ☒ | ☐ | **Certificate of Insurance (srvs)** |
| ☐ | ☒ | **Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)** | | | |
| ☐ | ☒ | **Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)** | | | |
| ☒ | ☐ | **Summary of Contract (only on contracts)** | | | |
| ☒ | ☐ | **Current Business Registration (always)** | | | |
| ☒ | ☐ | **Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)** | | | |
| ☐ | ☒ | **Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)** | | | |
| ☐ | ☒ | **Evaluation Committee Report (RFPs only)** | | | |
| ☐ | ☒ | **Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email** | | | |
| ☒ | ☐ | **>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)** | | | |

Roberta Catanach — Department Point of Contact

Contract Admin — Title

11/14/2023 — Date

Department Director — Date

Nov 22, 2023

Chief Procurement Officer — Date

ITT Representative — Title — Date

CoSF

Version 2 10.17.2023

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

**BUSINESS REGISTRATION**

**Business Name:** BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

**Business Location:** 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

**Owner:** Jeff Curry

**License Number:** 232412

**Issued Date:** March 22, 2023

**Expiration Date:** March 22, 2024

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

Client#: 1540294 JLGRA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2023

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

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

| PRODUCER | CONTACT NAME: Cecelia Novak | |
|---|---|---|
| USI Insurance Services, LLC<br>222 S.Riverside Plaza, Suite 900<br>Chicago, IL 60606<br>312 442-7200 | PHONE (A/C, No, Ext): 312 442-7200 | FAX (A/C, No): |
| | E-MAIL ADDRESS: cecelia.novak@usi.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Evanston Insurance Company | 35378 |
| | INSURER B : Federal Insurance Company | 20281 |
| | INSURER C : Gemini Insurance Company | 10833 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 3AA660556 | 04/11/2023 | 04/11/2024 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | Terrorism Excluded | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | 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 | $Not Covered |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EZXS3111940 | 04/11/2023 | 04/11/2024 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | D&O-EPLI-CRIME | | | 82255792 | 06/30/2023 | 06/30/2024 | $1MM D&O; $2MM Crime | |
| C | Professional Liab | | | VNPL013473 | 06/30/2023 | 06/30/2024 | $2,000,000 | |

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

**CERTIFICATE HOLDER**

City of Santa Fe
POO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2023

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Doug Jones (for Paychex)<br>c/o Artex Risk Solutions, Inc.<br>P.O. Box 13838<br>Scottsdale AZ 85267 | PHONE (A/C, No, Ext): (888) 627-4735 | FAX (A/C, No): |
| | E-MAIL ADDRESS: PEO_WorkComp@paychex.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : American Zurich Insurance Company | 40142 |
| INSURED<br>Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc<br>2054 Vista Parkway Suite 300<br>West Palm Beach, FL 33411 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 23FL9751156146 **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.

| NSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC 29-38-687-21 | 06/01/2023 | 06/01/2024 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | Location Coverage Period: | 06/01/2023 | 06/01/2024 | Client# 81294-JLGRAY-CO-MGMT | |

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

Coverage is provided for only those co-employees of, but not subcontractors to:
JL Gray Company Inc
1816 E Mojave St
Farmington, NM 87401

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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

**BUSINESS REGISTRATION**

**Business Name:** BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

**Business Location:** 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

**Owner:** JLG Properties

**License Number:** 232412

**Issued Date:** April 02, 2024

**Expiration Date:** April 02, 2025

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

Client#: 1540294 JLGRA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2024

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| PRODUCER | CONTACT NAME: Cecelia Novak | |
|---|---|---|
| USI Insurance Services, LLC<br>222 S.Riverside Plaza, Suite 900<br>Chicago, IL 60606<br>312 442-7200 | PHONE (A/C, No, Ext): 312-766-2030 | FAX (A/C, No): |
| | E-MAIL ADDRESS: cecelia.novak@usi.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | 35378 |
| INSURER B : Federal Insurance Company | 20281 |
| INSURER C : Gemini Insurance Company | 10833 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 3AA774364 | 04/11/2024 | 04/11/2025 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | X Terrorism Excluded | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $Not Covered |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $Not Covered |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EZXS3154092 | 04/11/2024 | 04/11/2025 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Management Liab | | | 82255792 | 06/30/2024 | 06/30/2025 | $1MM D&O; $2MM Crime | |
| C | Professional Liab | | | VNPL016357 | 06/30/2024 | 06/30/2025 | $2,000,000 | |

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/07/2024

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

| | |
|---|---|
| **PRODUCER**<br>Mary Storti<br>c/o Paychex Insurance Agency, Inc.<br>225 Kenneth Drive,<br>Rochester, NY 14623 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** (888) 627-4735 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** PEO_WorkComp@paychex.com |
| **INSURED**<br>Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc<br>911 Panorama Trail South<br>Rochester NY 14625 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** American Zurich Insurance Company 40142<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 20140070 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 29-38-687-22 | 06/01/2024 | 06/01/2025 | ☑ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | Location Coverage Period: | 06/01/2024 | 06/01/2025 | Client# 81294-AMF-CLEAN | |

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

Coverage is provided for only those co-employees of, but not subcontractors to: JL Gray Company Inc, 785 HWY 170, FARMINGTON NM 87401

**CERTIFICATE HOLDER**

City of Santa Fe
P.O. Box 909
Santa Fe NM 87504-0909

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Mary P Storti

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CITY OF SANTA FE

**Date:** November 8, 2024

**To:** Governing Body

**Via:** Johanna Nelson, Interim Director, Office of Affordable Housing
Sam Burnett, Public Works Facilitis Division Director
JOHN BURNETT (Nov 14, 2024 14:44 MST)

**From:** Roberta Catanach, Project Administrator

**Subject:** Amendment #2 – JL Gray Bella Luz - Lamplighter

**Vendor Name:** JL Gary – Bella Luz Apartments 2022, LLLP

**Vendor Number:** 9452

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**ACTION:**
Request for Approval of Amendment #2 to the City of Santa Fe Services Agreement with Bella Luz Apartments 2022, LLLP for the Lamplighter Motel Conversion Project to Extend the Term through June 30, 2026 (Johanna Nelson, Interim Director Affordable Housing, jhnelson@santafenm.gov)

**BACKGROUND AND SUMMARY:**
Responding to the RFA 22/01/R, Bella Luz Apartments 2022, LLLP was awarded the services contract to support the Lamplighter motel conversion project. The initiative involves transforming a property with 62 rooms and 16 studio apartments into 58 units of affordable housing. These units will be made available to households earning below 80% of the Area Median Income (AMI), with up to 25% reserved for special needs population. The total contract amount of $800,000 remains unchanged with this amendment. Funds are being allocated from the Affordable Housing Trust Funds for this contract to complete tasks related to development and design work. This amendment will extend the current contracts deadline of December 31, 2024 to June 30, 2026.

**PROCUREMENT METHOD:**

The procurement method was completed through RFA #22/01/R
**Chief Procurement Officer Approval:** _____ **Date:** Nov 12, 2024
**Comment/Exceptions:** Extending term only

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 3203618

**$$$$$ SOURCE/REVENUE:** ☐**Expense** ☐**Revenue**

The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223
**Munis Object Name/Number:** Subsidy Payments/510500

*If the project is grant funded?* List grant award number: _____

**Grant Manager / Accounting Officer Approval:** _____ **Date:**_____
**Comment/Exceptions:** _____

**Project Ledger #:**_____

**Budget Officer Approval:** Andy Hopkins **Date:** Nov 12, 2024
**Comment/Exceptions:** _____

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

☐**Yes** | ☒ **No**

**# (if known):** _____

**Repair or Replacement of Existing Equipment:**

☐**Yes** | ☒ **No**
**If yes ->** ☐**Repair** | ☐ **Replacement**

**Please explain** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
☐ **Yes** | ☒ **No**

**Project Ledger #:** **AFH2324024**

**Anticipated length of project: 2 years**

**Asset Manager Approval:**_____ **Date:**_____
**Comment/Exceptions:** _____

**Department Approvals:**
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

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

**Comment & Exceptions**:_____

Department Contract Administrator Contact Info:
Roberta Catanach, Project Administrator
rlcatanach@santafenm.gov
505-955-6421

**ATTACHMENTS:**

Amendment #2
Original contract & Amendment #1
Santa Fe Business License
Certificate of Liability Insurance

CITY OF SANTA FE

**Date:** November 8, 2024

**To:** Governing Body

**Via:** Johanna Nelson, Interim Director, Office of Affordable Housing
Sam Burnett, Public Works Facilitis Division Director

**From:** Roberta Catanach, Project Administrator

**Subject:** Amendment #2 – JL Gray Bella Luz - Lamplighter

**Vendor Name:** JL Gary – Bella Luz Apartments 2022, LLLP

**Vendor Number:** 9452

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**ACTION:**
Request for Approval of Amendment #2 to the City of Santa Fe Services Agreement with Bella Luz Apartments 2022, LLLP for the Lamplighter Motel Conversion Project to Extend the Term through June 30, 2026 (Johanna Nelson, Interim Director Affordable Housing, jhnelson@santafenm.gov)

**BACKGROUND AND SUMMARY:**
Responding to the RFA 22/01/R, Bella Luz Apartments 2022, LLLP was awarded the services contract to support the Lamplighter motel conversion project. The initiative involves transforming a property with 62 rooms and 16 studio apartments into 58 units of affordable housing. These units will be made available to households earning below 80% of the Area Median Income (AMI), with up to 25% reserved for special needs population. The total contract amount of $800,000 remains unchanged with this amendment. Funds are being allocated from the Affordable Housing Trust Funds for this contract to complete tasks related to development and design work. This amendment will extend the current contracts deadline of December 31, 2024 to June 30, 2026.

**PROCUREMENT METHOD:**

The procurement method was completed through RFA #22/01/R
**Chief Procurement Officer Approval:**_____ **Date:**_____
**Comment/Exceptions:**_____

**Supporting Information:**

**CONTRACT NUMBER:**
The FY25 Munis contract number is 3203618

The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223

**Munis Object Name/Number:** Subsidy Payments/510500

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):**

**☐Yes | ☒ No**

**# (if known):** _____

**Grant Manager/Accounting Officer Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☐ Yes | ☒ No**

**Project Ledger #:** AFH2324024

**Anticipated length of project: 2 years**

**Asset Manager Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Department Approvals:**
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**

**Approval**: _____ **Title:** _____ **Date**: _____
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment & Exceptions**: _____

Department Contract Administrator Contact Info:
Roberta Catanach
rlcatanach@santafenm.gov
505-955-6421

**ATTACHMENTS:**

Amendment #2
Original contract & Amendment #1
Santa Fe Business License
Certificate of Liability Insurance
Project Ledger

Item#_____
Munis Contract#_3203618
Original Contract Item#23-0696
RFA #: 22/01/R

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICES AGREEMENT
ITEM# 23-0696

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated July 5, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Bella Luz Apartments 2022, LLLP. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide an affordable housing project for the City.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2026.

2. CONTRACT 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
BELLA LUZ APARTMENTS 2022, LLLP

JEFFREY M. CURRY MEMBER-JL PROPERTIES GENERAL PARTNER OF BELLA LUZ APARTMENTS 2022 LLLP

DATE: Nov 6, 2024

CRS# 02-023933-00-5

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Patricia Feghali
Patricia Feghali (Nov 6, 2024 10:12 MST)

ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster

FINANCE DIRECTOR

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **November 14, 2023**

**TO:** **Governing Body: December 13, 2023**
**Quality of Life Committee: December 6, 2023**
**Finance Committee: December 4, 2023**

**VIA:** **Emily Oster, Finance Department Director**
**Travis Dutton-Leyda, Chief Procurement Officer**
**Rich Brown, Director, Community Development Department** Richard Brown
**Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

**FROM:** **Cody Minnich, Project Manager, Office of Affordable Housing** Cody Minnich

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**ITEM AND ISSUE:**
Request for the Approval of Amendment No. 1 to the Affordable Housing Trust Fund (AHTF) Service Agreement in the Total Amount of $800,000 for the Lamplighter Motel Conversion Project to Extend the Term through December 31, 2024; Bella Luz Apartments 2022, LLLP; (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

**BACKGROUND AND SUMMARY:**
Affordable Housing Trust Funds (AHTF) are sourced from various channels, including developer fees, pre-inclusionary housing agreements, payoffs of City-held liens, and land sales from Tierra Contenta. These funds are dedicated to financing projects and initiatives aimed at providing affordable housing for income-qualified individuals. The eligible housing activities are explicitly detailed in SFCC Chapter 26-3. Allocation decisions are guided by the housing priorities outlined in the City's Five-Year Strategic Housing Plan and are subject to oversight by the NM Mortgage Finance Authority to ensure compliance with the NM Affordable Housing Act. Importantly, AHTF is exclusively earmarked for affordable housing endeavors, covering both capital expenses and direct financial aid to eligible beneficiaries. Given that AHTF funds are locally generated, their utilization criteria can be tailored to better address the unique needs of Santa Fe.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Applications on October 15, 2021, seeking proposals to address housing challenges faced by individuals experiencing homelessness, those at risk of homelessness, or residing in precarious or unsuitable conditions. This includes individuals facing potential housing loss due to eviction, foreclosure, safety concerns, or inadequate living conditions, encompassing both homeowners and renters facing significant financial burdens.

Responding to the RFA, Bella Luz Apartments submitted an application and was granted $800,000 from the AHTF to support their Lamplighter motel conversion project. The initiative involves transforming a property with 62 rooms and 16 studio apartments into 58 units of affordable housing. These units will be made available to households earning below 80% of the Area Median Income (AMI), with up to 25% reserved for special needs populations. AHTF funds are being allocated to cover soft costs associated with the project, including developer, architectural, and design fees.

Facing challenges inherent in the development process, such as protracted entitlement procedures and the need for asbestos remediation, Bella Luz formally requested an extension to the AHTF agreement to ensure sufficient time to expend the funds.

**PROCUREMENT METHOD:**
The procurement method is RFA #22/01/R.

**CONTRACT NUMBER:**
The Munis contract number is 3203618.

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223
**Munis Object Name/Number:** Subsidy Payments/510500

AH
AH

**ACTION REQUESTED:**
The Office of Affordable Housing respectfully requests your review and approval.

Item# 23-0696
Munis Contract# 3203618
Original Contract Item# 22-0298
RFA #: 22/01/R

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**Contract #3203618**
**ITEM# 22-0298**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated July 5, 2022(the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP**. (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:

Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on December 31, 2024

2.CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Dec 28, 2023 17:05 MST)

ALAN WEBBER, MAYOR

DATE: Dec 28, 2023

CONTRACTOR:
BELLA LUZ APARTMENTS 2022, LLLP

JEFFREY M. CURRY
MEMBER-JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 02-023933-00-5

Registration # 232412

ATTEST:

Geralyn Cardenas (Dec 28, 2023 17:26 MST)

CITY CLERK XIV
GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 17, 2023 12:59 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 28, 2023 16:01 MST)

EMILY OSTER
FINANCE DIRECTOR

2400223.510500 AH
Org. Name/Org.# AH

# Bella Luz - Amendment_Final Redlined CAO

Final Audit Report 2023-11-17

| | |
|---|---|
| Created: | 2023-11-17 |
| By: | Amy Cawthon (amcawthon@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABuSUjLmOTDazin16Ai-EOFV8a_aY7yc8 |

## "Bella Luz - Amendment_Final Redlined CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2023-11-17 - 7:58:35 PM GMT

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2023-11-17 - 7:59:17 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2023-11-17 - 7:59:31 PM GMT

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2023-11-17 - 7:59:50 PM GMT - Time Source: server

Agreement completed.
2023-11-17 - 7:59:50 PM GMT

Powered by Adobe Acrobat Sign

Item# 22-0298
Munis Contract# 3203423

# CITY OF SANTA FE
# SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Bella Luz Apartments 2022, LLLP, herein after referred to as the "Contractor."**

## RECITALS

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

**WHEREAS,** the Contractor does hereby accept its designation as a provider of affordable housing programming, rendering services related to providing affordable support services and subsidy for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of one and a half years, as directed by the City.

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Scope of Work**

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Utilize funds to pay soft costs associated with the rehabilitation and configuration of the Lamplighter Inn into 58 units of affordable housing for households earning 80% AMI or less. Eligible costs for these funds may include and are limited to:

a. Developer fees
b. Architectural and Design fees
c. Feasibility studies, such as traffic studies, geotechnical studies, or environmental reviews
d. Land and real estate costs, such as legal fees, appraisal fees, surveys, inspections, and permits

e. Insurance fees
f. Other reasonable costs may submitted for approval to the City as required by project conditions.

B. Submit a final budget for the City's approval for use of these funds 30 days after contract is executed. The Contractor is required to submit invoices for expenses incurred that correspond to the approved budget.

C. Report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

E. Professional Certifications

a. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

b. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, representatives and subcontractors.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personn80el, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed eight hundred thousand dollars ($800,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($800,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **December 31, 2023**. 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 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's

representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the

City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible

personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not

profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Bella Luz Apartments 2022, LLLP
c/o JL Gray Company
2407 W. Picacho Ste A1
Las Cruces, NM 88007

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

To the Contractor: Santa Fe Community Housing Trust

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

43. **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.

44. **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.

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR
DATE: Jul 5, 2022

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER- JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

New Mexico Taxation and
Revenue Dept
CRS# 02-023933-00-5

City of Santa Fe Business
Registration # 232412

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2022 14:23 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 5, 2022 11:12 MDT)
ALEXIS LOTERO
ACTING FINANCE DIRECTOR

2400223.510500 AH
Org.Name/Org.# AH

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **June 7, 2022**

**TO:** **Governing Body, June 29, 2022**
**Finance Committee, June 20, 2022**
**Quality of Life, June 15, 2022**

**VIA:** **John W Blair, City Manager**
**Alexis Lotero, Interim Finance Department Director**
**Fran Dunaway, Chief Procurement Officer**
**Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd (Jun 7, 2022 12:13 MDT)
**Richard Brown, Director, Community and Economic Development** Richard Brown

**FROM:** **Cody Minnich, Housing Grant Manager**

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**ITEM AND ISSUE:**
Request for the Approval of the Service Agreement in the Total Amount of $800,000 for the Lamplighter Inn project; (Bella Luz, LLLP); (Cody Minnich, cjminnich@santafenm.gov, (505) 955-6574)

**BACKGROUND AND SUMMARY:**
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. These funds are used for affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Application on October 15, 2021 to support housing solutions for people experiencing homelessness, those at risk of homelessness or who are precariously/unsuitably housed, those at risk of losing their housing either because of eviction, foreclosure or safety and condition issues, including homeowners, or renters/homeowners who are heavily cost burdened.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

For RFA #22/01/R, a balance of $3,000,000 in the AHTF was made available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC Meeting on March 2nd. Awards are based on the applicant's demonstration of how the proposed project meets the City's priority of preventing homelessness, ending homelessness, and/or stabilizing the housing situations of those who are at risk of losing their housing. The following criteria was evaluated by the CDC to make funding recommendations:

1) Funding: the proposed project budget is realistic, funds are leveraged at a 3:1 ratio from other sources (for every $1 of AHTF, $3 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
2) Need/Benefit and Project Feasibility: the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.
3) Affordability: the proposed project effectively meets the income eligibility requirements of the NM Affordable Housing Act, and applicant describes how affordability targets will be achieved and monitored over time for compliance, and how equity will be secured.
4) Organizational Capability and Management: the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance, and demonstrates financial soundness.

Six applications were submitted for the AHTF funds. Five AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

| GRANTEE | REQUESTED | RECOMMENDED |
|---|---|---|
| HOMEWISE | $1,617,375.00 | $700,000.00 |
| LAMPLIGHTER | $1,037,339.00 | $800,000.00 |
| COMMUNITY SOLUTIONS | $1,500,000.00 | $910,000.00 |
| SF CIVIC HOUSING AUTHORITY | $500,000.00 | $500,000.00 |
| YOUTHWORKS | $180,000.00 | $90,000.00 |
| **TOTAL** | **$4,834,714.00** | **$3,000,000.00** |

### Bella Luz, LLLP – Lamplighter

*Amount Requested: $1,037,339*
*Amount Recommended: $800,000*
Funds will support the acquisition and rehabilitation of motel property to house renters who are unstably housed, transitioning out of homelessness, or workforce renters. The property will be converted from 62 rooms and 16 studio apartments to 58 units of affordable housing available to households earning under 80% AMI with up to 25% of said units being available to special needs populations. AHTF funds will support soft costs associated with this project, such as developer, architectural, and design fees.

**PROCUREMENT METHOD:**
The procurement method is the RFA # 22/01/R which expires June 30, 2023.

**CONTRACT NUMBER:**
The FY22 Munis contract number is 3203423.

**FUNDING SOURCE:**
The funding source is:
**Fund Name/Number**: Community Development/Fund 240
**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223
**Munis Object Name/Number:** Subsidy Payments/510500

**ACTION REQUESTED:**
The Office of Affordable Housing respectfully requests your review and approval.

# City of Santa Fe

**Real Estate Summary of Contracts, Agreements, Amendments & Leases**

**Section to be completed by department**

1. Munis Contract # **3203423**

Contractor: **Bella Luz - Lamplighter Project**

Description: **Funds will support the acquisition and rehabilitation of motel property to house renters who are unstably housed, transitioning out of homelessness, or workforce renters. The property will be converted to 58 units of affordable housing**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Approval** Term End Date: **12/31/2023**

☐ 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)
**Original Contract: $800,000 (RFA-22/01/R)**

3. **Procurement History:** _____

JoAnn Lovato — JoAnn Lovato (Jun 9, 2022 14:43 MDT) — Jun 9, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: RFA issued in Oct21 but contractor lagged when sending license thus a delayed contract start.

4. **Funding Source:** **240** **Org / Object:** **2400223.510500**

Andy Hopkins — Andy Hopkins (Jun 9, 2022 15:10 MDT) — Jun 9, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: JL Gray - Lamplighter

Procurement Title: RFA #22/01/R

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 OAH Staff Name Roberta Catanach

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: |

| Roberta Catanach | Contract Administrator | 06/07/2022 |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| JoAnn Lovato JoAnn Lovato (Jun 9, 2022 14:43 MDT) | Contracts Supervisor | Jun 9, 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 contract.

# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

**Business Location:** 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

**CRS Number:** 03581126009

**Owner:** Jeff Curry

**License Number:** 232412

**License Type:** Business License - Renewable

**Issued Date:** March 24, 2022

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** March 24, 2023

**Fees Paid:** $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

Client#: 1540294 JLGRA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2023

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

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

| PRODUCER | CONTACT NAME: Cecelia Novak | |
|---|---|---|
| USI Insurance Services, LLC<br>222 S.Riverside Plaza, Suite 900<br>Chicago, IL 60606<br>312 442-7200 | PHONE (A/C, No, Ext): 312 442-7200 | FAX (A/C, No): |
| | E-MAIL ADDRESS: cecelia.novak@usi.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Evanston Insurance Company | 35378 |
| INSURED<br>JL Gray Company Inc.<br>1816 E Mojave St<br>Farmington, NM 87401-7425 | INSURER B : Federal Insurance Company | 20281 |
| | INSURER C : Gemini Insurance Company | 10833 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 3AA660556 | 04/11/2023 | 04/11/2024 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | Terrorism Excluded | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | 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 | $Not Covered |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EZXS3111940 | 04/11/2023 | 04/11/2024 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | D&O-EPLI-CRIME | | | 82255792 | 06/30/2023 | 06/30/2024 | $1MM D&O; $2MM Crime | |
| C | Professional Liab | | | VNPL013473 | 06/30/2023 | 06/30/2024 | $2,000,000 | |

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

CERTIFICATE HOLDER

City of Santa Fe
POO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2023

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**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: | |
|---|---|---|
| Doug Jones (for Paychex)<br>c/o Artex Risk Solutions, Inc.<br>P.O. Box 13838<br>Scottsdale AZ 85267 | PHONE (A/C, No, Ext): (888) 627-4735 | FAX (A/C, No): |
| | E-MAIL ADDRESS: PEO_WorkComp@paychex.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: American Zurich Insurance Company | 40142 |
| INSURED<br>Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc<br>2054 Vista Parkway Suite 300<br>West Palm Beach, FL 33411 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 23FL9751156146 **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.

| NSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC 29-38-687-21 | 06/01/2023 | 06/01/2024 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | Location Coverage Period: | 06/01/2023 | 06/01/2024 | Client# 81294-JLGRAY-CO-MGMT | |

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

Coverage is provided for only those co-employees of, but not subcontractors to:
JL Gray Company Inc
1816 E Mojave St
Farmington, NM 87401

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# City of Santa Fe

**Summary of Contract, Agreement, Amendment & Lease**

**All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):**

**1.a** Munis Contract: 3203423 Procurement # (RFP/ITB# If any): RFA 22/01/R

Contractor: Bella Luz - Lamplighter

*Procurement Method:* *Small Purchase* ☐ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐

Description/Title: Lamplighter - Converting 58 units of affordable housing

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: Upon Approval Term End Date: 6/30/2025 Total Contract Amount: $800,000

☑ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease:

**1.b** Amendment #: 1 to the Original Contract/Lease # 3203423

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: June 30, 2025

☑ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: 6/29/2022

Amendment is for: Extend term to June 30, 2025

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

Original Contract: $800,000 (RFA - 22/01/R)
Amendment #1: Extending term to June 30, 2025

**3. Procurement History:** _____

_____ Nov 22, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

**4. Funding Source:** 240 **Org / Object:** 2400223.510500

Andy Hopkins
Andy Hopkins (Nov 20, 2023 09:51 MST) Nov 20, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

**5. Grant History (if applicable):** _____

Grants Administrator Approval: _____ **Date** _____

***Staff Contact who Completed This Form:*** Roberta Catanach Phone #: 505-955-6421

**To be recorded by City Clerk:**
Clerk # _____
Date of Execution: _____

Email: rlcatanach@santafenm.gov

_____

ITT Representative (attesting that all information is reviewed) Title Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST

**Contractor Name:** Bella Luz - Lamplighter

**Procurement/contract Title:** RFA 22/01/R

**Procurement Method:** ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt:

☐Small Purchase (Contract Under $60,000) ☒Other: AHTF

Requesting Department: Affordable Housing Staff Name: Roberta Catanach

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

| YES | N/A | | YES | N/A | |
|---|---|---|---|---|---|
| ☐ | ☒ | **Written Determination (srvs)** | ☐ | ☒ | **Quote(s) (3 Valid & Current for Over 20k)** |
| ☐ | ☒ | **RFP (include ECR)** | ☐ | ☒ | **BAR** |
| ☐ | ☒ | **ITB (include bid tab)** | ☐ | ☒ | **FIR** |
| ☒ | ☐ | **Other: RFA** | ☒ | ☐ | **Certificate of Insurance (srvs)** |
| ☐ | ☒ | **Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)** | | | |
| ☐ | ☒ | **Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)** | | | |
| ☒ | ☐ | **Summary of Contract (only on contracts)** | | | |
| ☒ | ☐ | **Current Business Registration (always)** | | | |
| ☒ | ☐ | **Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)** | | | |
| ☐ | ☒ | **Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)** | | | |
| ☐ | ☒ | **Evaluation Committee Report (RFPs only)** | | | |
| ☐ | ☒ | **Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email** | | | |
| ☒ | ☐ | **>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)** | | | |

Roberta Catanach — Department Point of Contact

Contract Admin — Title — 11/14/2023 — Date

Department Director — Date

Chief Procurement Officer — Nov 22, 2023 — Date

ITT Representative — Title — Date

CoSF

Version 2 10.17.2023

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

**BUSINESS REGISTRATION**

**Business Name:** BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

**Business Location:** 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

**Owner:** Jeff Curry

**License Number:** 232412

**Issued Date:** March 22, 2023

**Expiration Date:** March 22, 2024

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

Client#: 1540294 JLGRA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2023

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| PRODUCER | CONTACT NAME: Cecelia Novak | |
|---|---|---|
| USI Insurance Services, LLC<br>222 S.Riverside Plaza, Suite 900<br>Chicago, IL 60606<br>312 442-7200 | PHONE (A/C, No, Ext): 312 442-7200 | FAX (A/C, No): |
| | E-MAIL ADDRESS: cecelia.novak@usi.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Evanston Insurance Company | 35378 |
| | INSURER B : Federal Insurance Company | 20281 |
| | INSURER C : Gemini Insurance Company | 10833 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

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

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|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 3AA660556 | 04/11/2023 | 04/11/2024 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
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| | | | | | | | | $ |
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| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
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| C | Professional Liab | | | VNPL013473 | 06/30/2023 | 06/30/2024 | $2,000,000 | |

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

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1324 Luana Street, Santa Fe, NM 87505
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City of Santa Fe
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AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

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| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Doug Jones (for Paychex)<br>c/o Artex Risk Solutions, Inc.<br>P.O. Box 13838<br>Scottsdale AZ 85267 | PHONE (A/C, No, Ext): (888) 627-4735 | FAX (A/C, No): |
| | E-MAIL ADDRESS: PEO_WorkComp@paychex.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: American Zurich Insurance Company | 40142 |
| INSURED<br>Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc<br>2054 Vista Parkway Suite 300<br>West Palm Beach, FL 33411 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 23FL9751156146 **REVISION NUMBER:**

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| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
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| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC 29-38-687-21 | 06/01/2023 | 06/01/2024 | X PER STATUTE ☐ OTH-ER | |
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| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | Location Coverage Period: | 06/01/2023 | 06/01/2024 | Client# 81294-JLGRAY-CO-MGMT | |

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Farmington, NM 87401

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AUTHORIZED REPRESENTATIVE

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

# BUSINESS REGISTRATION

**Business Name:** BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

**Business Location:** 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

**Owner:** JLG Properties

**License Number:** 232412

**Issued Date:** April 02, 2024

**Expiration Date:** April 02, 2025

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

Client#: 1540294 JLGRA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2024

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

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

| PRODUCER | CONTACT NAME: Cecelia Novak | |
|---|---|---|
| USI Insurance Services, LLC<br>222 S.Riverside Plaza, Suite 900<br>Chicago, IL 60606<br>312 442-7200 | PHONE (A/C, No, Ext): 312-766-2030 | FAX (A/C, No): |
| | E-MAIL ADDRESS: cecelia.novak@usi.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | 35378 |
| INSURER B : Federal Insurance Company | 20281 |
| INSURER C : Gemini Insurance Company | 10833 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Terrorism Excluded<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 3AA774364 | 04/11/2024 | 04/11/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$100,000<br>$5,000<br>$Not Covered<br>$2,000,000<br>$Not Covered<br>$ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | EZXS3154092 | 04/11/2024 | 04/11/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $5,000,000<br>$5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| B | Management Liab | | | 82255792 | 06/30/2024 | 06/30/2025 | $1MM D&O; $2MM Crime | |
| C | Professional Liab | | | VNPL016357 | 06/30/2024 | 06/30/2025 | $2,000,000 | |

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/07/2024

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

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| | |
|---|---|
| **PRODUCER**<br>Mary Storti<br>c/o Paychex Insurance Agency, Inc.<br>225 Kenneth Drive,<br>Rochester, NY 14623 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** (888) 627-4735 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** PEO_WorkComp@paychex.com |
| **INSURED**<br>Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc<br>911 Panorama Trail South<br>Rochester NY 14625 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** American Zurich Insurance Company / 40142<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 20140070 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 29-38-687-22 | 06/01/2024 | 06/01/2025 | ☑ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | Location Coverage Period: | 06/01/2024 | 06/01/2025 | Client# 81294-AMF-CLEAN | |

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

Coverage is provided for only those co-employees of, but not subcontractors to: JL Gray Company Inc, 785 HWY 170, FARMINGTON NM 87401

**CERTIFICATE HOLDER**

City of Santa Fe
P.O. Box 909
Santa Fe NM 87504-0909

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Mary P Storti

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CITY OF SANTA FE

**Date:** November 21, 2024

**To:** Governing Body

**From:** Regina Wheeler, Public Works Director Regina Wheeler (Nov 21, 2024 16:28 MST)

**Subject:** On-call Project Management Services

**Vendor Name:** Capital Program Management Services LLC

**Munis Vendor Number:**10565

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**ITEM AND ISSUE:**

Request Approval of a Professional Servcies Contract with Capital Program Management Services LLC for not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services For a Four Year Term.

**CONTRACT NUMBER:**

The FY25 3250324

**BACKGROUND AND SUMMARY:**

On-call professional services agreements are established to augment the capacity and skills of City staff. With an unprecedented level of funding for capital projects, it is essential to have on-call professional services at hand to ensure the compliant, timely and successful deployment of projects. Project Managers, Division Directors and Department Directors oversee service professionals to ensure that procedures comply with City commitment to community engagement and cost effective, sustainable, safe and compliant infrastructure.

RFP 24060 was advertised in July 2024. Three responsive offers were received and three agreements for on-call project management services are being established.

On-call service agreements are not a guarantee of work. The City will issue task orders to vendor as need and funding arise.

**ATTACHMENTS:**

Professional Services Agreement
Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)

Halona Crowe

**Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

RFP 24060 for Project Management Professional Services

**Chief Procurement Officer (CPO) / Designee:** _____ **Date:** Nov 27, 2024

**CPO Comment/Exceptions:** NMSA 1978, Section 13-1-111

**FUNDING SOURCE:**

**Fund Name/Number:** Various

**Munis Org Name/Number:** Various

**Munis Object Name/Number:** Various

**Budget Officer / Designee:** Andy Hopkins **Date:** Nov 22, 2024

**Budget Officer Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

**Does this purchase require any of the following associated approvals: ☐ Yes |☒ ☐ No**
**(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)**

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

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

**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☒ No**

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

**Comment/Exceptions:** _____

**Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No**

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

**Comment/Exceptions:** _____

**Capital Asset* or Project** ☐ Yes | ☒ No**

**Project Ledger #:** _____

(*will this procurement result in a tangible item that costs more than $5,000?)

(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)

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

**Comment/Exceptions:** _____

**Is this a Grant Funded Purchase? ☐ Yes ☒ ☐ No**

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

**Comment/Exception** _____

Item #: _____
Munis Contract #: _____
RFP#: 24060

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Capital Program Management Services LLC (CPGMS)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 and

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

Project types that Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

The City's Facilities Division Director or Director of Public Works ~~will~~ shall provide Contractors with Task Order scopes of work for which Contractors may provide a quotation for owner representative project management services related to any particular project. Upon receiving the City's request for services, the Contractor shall provide the City with an estimate of hours of labor, costs and schedule to perform the work. Each Task Order will be negotiated on a project-by-project basis. This work may be phased in alignment with City priorities and funding.

Examples of tasks that could be included in the Task Order scopes of work include:

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement
    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.
    c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
    d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
    e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
    f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:
        i. Review of Plans and Plats
        ii. Design Analysis Reports (DARs)
        iii. Drainage Reports
        iv. Design Plans at all phases

v. Conformance to standards and specifications
vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents
vii. A/E Contract Exhibit Review
viii. Safety Studies
ix. Corridor studies
x. Traffic Impact Analysis
xi. Lighting and Signalization Reports
xii. Engineering Estimates Opinions of Probable Cost
xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction
   a. Perform construction management services,
   b. Provide digital photo and/or video logs of construction progress at each stage;
   c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
   d. Construction quality control monitoring, testing and inspection;
   e. Assist in resolution of unforeseen conditions
   f. Continue to maintain critical path schedule
6. Asset Management
   a. Assist with claim analysis and development of corrective action plans;
   b. Provide expert witness services,
   c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Management Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

**3. Compensation**

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four million dollars ($4,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred twenty-seven thousand five hundred dollars ($327,500.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four million, three hundred twenty-seven thousand five hundred dollars ($4,327,500.00) for the term of this agreement.**

B. Payment. The total compensation under this Agreement shall not exceed four million three hundred-seven thousand five hundred dollars ($4,327,500) including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

**4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

**5. Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

**6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The

Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

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

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

**14. Amendment**

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

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

**15. Entire Agreement.**

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

**16. Merger**

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

All terms and conditions of the RFP#24060 Owner Representative Project Management Services and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

**17. Penalties for violation of law**

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

**18. Equal Opportunity Compliance**

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

**19. Applicable Law**

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

**20. Workers Compensation**

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

**21. Professional Liability Insurance**

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

**22. Other Insurance**

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

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

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

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

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

**23. Records and Financial Audit**

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

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

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

**26. Invalid Term or Condition**

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

**27. Enforcement of Contract**

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

**28. Notices**

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

To the City:
Regina Wheeler, Public Works Department Director
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
rawheeler@santafenm.gov

To the Contractor:
Lloyd J Gronning, President
Capital Project Management Services LLC
199 East Chili Line Road
Santa Fe, NM 87508
lgronning@cpgms.com

**29. Authority**

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

**30. Non-Collusion**

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

**31. Default/Breach**

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

**32. Equitable Remedies**

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

**33. Default and Force Majeure**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
**Capital Program Management Services LLC**

Lloyd Gronning
_____
LLOYD J. GRONNING, PRESIDENT

DATE: Nov 6, 2024

NMBTIN: 03563637008

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 6, 2024 09:14 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2024

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

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

PRODUCER
The Hartwell Corporation
PO Box 51019
Idaho Falls, ID 83405

CONTACT NAME: Aubrey Archuleta
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: aubrey@thehartwellcorp.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Charter Oak Fire Insurance Co | 25615 |
| INSURER B : XL Design Professional | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Capital Program Management Services LLC
199 East Chili Line Road
Santa Fe, NM 87508

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 | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE OCCUR | | | 6808S794039 | 11/3/2024 | 11/3/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | Professional Liabili | | | DPS9984838 | 11/3/2023 | 11/3/2024 | Each Claim | 1,000,000 |
| B | Professional Liabili | | | DPS9984838 | 11/3/2023 | 11/3/2024 | Aggregate | 2,000,000 |

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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**ARCHULETA, AMANDA J.**

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Sent:** Tuesday, April 30, 2024 9:40 AM
**To:** ARCHULETA, AMANDA J.
**Subject:** Re: Scope of Work

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

Good morning Amanda,

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

Best regards,

Matt

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

**Horizons of New Mexico**
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

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

On Tue, Apr 30, 2024 at 9:28 AM ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov> wrote:

> Good Morning Matt,
>
> Would Horizon's be interested in the scope of work below,

A. **SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
b. Ensure project plan and administration adhere to all requirements of funding sources.
c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

    i. Review of Plans and Plats

    ii. Design Analysis Reports (DARs)

    iii. Drainage Reports

    iv. Design Plans at all phases

    v. Conformance to standards and specifications

    vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

    vii. A/E Contract Exhibit Review

    viii. Safety Studies

    ix. Corridor studies

    x. Traffic Impact Analysis

    xi. Lighting and Signalization Reports

    xii. Engineering Estimates Opinions of Probable Cost

    xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.

i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule

6. Asset Management

    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you for your consideration,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

**ARCHULETA, AMANDA J.**

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Thursday, May 2, 2024 10:32 AM
**To:** ARCHULETA, AMANDA J.
**Cc:** Purchasing DET
**Subject:** RE: Request for Determination

Greetings,

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

Please note:

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

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

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

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

Regards,

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

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

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

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

---

**From:** ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
**Sent:** Thursday, May 2, 2024 10:10 AM

**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Subject:** Request for Determination

Good Morning,

I am requesting a Determination on the scope of work below:

**SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.

c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

i. Review of Plans and Plats

ii. Design Analysis Reports (DARs)

iii. Drainage Reports

iv. Design Plans at all phases

v. Conformance to standards and specifications

vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

vii. A/E Contract Exhibit Review

viii. Safety Studies

ix. Corridor studies

x. Traffic Impact Analysis

xi. Lighting and Signalization Reports

xii. Engineering Estimates Opinions of Probable Cost

xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

1. Perform construction management services,
2. Provide digital photo and/or video logs of construction progress at each stage;
3. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
4. Construction quality control monitoring, testing and inspection;
5. Assist in resolution of unforeseen conditions
6. Continue to maintain critical path schedule

6. Asset Management

1. Assist with claim analysis and development of corrective action plans;
2. Provide expert witness services,
3. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you in advance,

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

CITY OF SANTA FE

**Date:** November 21, 2024

**To:** Governing Body

**From:** Regina Wheeler, Public Works Director Regina Wheeler
Regina Wheeler (Nov 22, 2024 15:54 MST)

**Subject:** On-call Project Management Services

**Vendor Name:** Wilson & Company Inc

**Munis Vendor Number:**2574

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**ITEM AND ISSUE:**

Request Approval of a Professional Servcies Contract with Wilson & Company Inc for not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services for a Four Year Term.

**CONTRACT NUMBER:**

The FY25 3250325

**BACKGROUND AND SUMMARY:**

On-call professional services agreements are established to augment the capacity and skills of City staff. With an unprecedented level of funding for capital projects, it is essential to have on-call professional services at hand to ensure the compliant, timely and successful deployment of projects. Project Managers, Division Directors and Department Directors oversee service professionals to ensure that procedures comply with City commitment to community engagement and cost effective, sustainable, safe and compliant infrastructure.

RFP 24060 was advertised in July 2024. Three responsive offers were received and three agreements for on-call project management services are being established.

On-call service agreements are not a guarantee of work. The City will issue task orders to vendor as need and funding arise.

**ATTACHMENTS:**

Professional Services Agreement
Vendors Proposal
Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)

Halona Crowe

Reviewed by Halona Crowe

**Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

RFP 24060 for Project Management Professional Services

**Chief Procurement Officer (CPO) / Designee:** _____ **Date:** Nov 25, 2024

**CPO Comment/Exceptions:** Multiple vendors awarded

**FUNDING SOURCE:**

**Fund Name/Number:** Various

**Munis Org Name/Number:** Various

**Munis Object Name/Number:** Various

**Budget Officer / Designee:** Andy Hopkins **Date:** Nov 25, 2024

**Budget Officer Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

**Does this purchase require any of the following associated approvals: ☐ Yes |☒ ☐ No**
**(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)**

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

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

**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☒ No**

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

**Comment/Exceptions:** _____

**Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No**

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

**Comment/Exceptions:** _____

**Capital Asset* or Project** ☐ Yes | ☒ No**

**Project Ledger #:** _____

(*will this procurement result in a tangible item that costs more than $5,000?)

(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)

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

**Comment/Exceptions:** _____

**Is this a Grant Funded Purchase? ☐ Yes ☒ ☐ No**

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

**Comment/Exception** _____

Item #: _____
Munis Contract #: _____
RFP#: 24060

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Wilson & Company Inc., Engineers & Architects**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 and

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

Project types that Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

The City's Facilities Division Director or Director of Public Works shall provide Contractors with Task Order scopes of work for which Contractors may provide a quotation for owner representative project management services related to any particular project. Upon receiving the City's request for services, the Contractor shall provide an estimate of hours of labor, costs and schedule to the perform the work. Each Task Order will be negotiated on a project-by-project basis. This work may be phased in alignment

with City priorities and funding.

Examples of tasks that could be included in the Task Order scopes of work include:

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement
    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.
    c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
    d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
    e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
    f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may perform technical reviews and services to include but not be limited to:
        i. Review of Plans and Plats
        ii. Design Analysis Reports (DARs)
        iii. Drainage Reports

iv. Design Plans at all phases
v. Conformance to standards and specifications
vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents
vii. A/E Contract Exhibit Review
viii. Safety Studies
ix. Corridor studies
x. Traffic Impact Analysis
xi. Lighting and Signalization Reports
xii. Engineering Estimates Opinions of Probable Cost
xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction
    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule
6. Asset Management
    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Management Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

**3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four million dollars ($4,000,000.00), excluding gross receipts tax for the term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred twenty-seven thousand five hundred dollars ($327,500.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four million, three hundred twenty-seven thousand five hundred dollars ($4,327,500.00).**

B. Payment. The total compensation under this Agreement shall not exceed $4,327,500 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

**4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

**5. Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

**6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The

Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

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

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

**14. Amendment**

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

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

**15. Entire Agreement.**

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

**16. Merger**

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

All terms and conditions of the RFP#24060 Owner Representative Project Management Services and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

**17. Penalties for violation of law**

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

**18. Equal Opportunity Compliance**

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

**19. Applicable Law**

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

**20. Workers Compensation**

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

**21. Professional Liability Insurance**

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

**22. Other Insurance**

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

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

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

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

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

**23. Records and Financial Audit**

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

**24. Indemnification**

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

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**28. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Regina Wheeler, Public Works Department Director
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
rawheeler@santafenm.gov

To the Contractor:
Daniel Aguirre, Senior Vice President
Wilson & Company, Inc. Engineers & Architects
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
daniel.aguirre@wilsonco.com

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
Wilson & Company Inc., Engineers & Architects

_____
DANIEL AGUIRRE, SENIOR VICE PRESIDENT

DATE: Nov 8, 2024

NMBTIN: 48-1176300

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 8, 2024 13:01 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

# Rate Schedule Listing

| Employee/Class/Activity Type, Code & Name | | Year 1 | Year 2 | Year 3 | Year 4 |
|---|---|---|---|---|---|
| A1 | INTERN ARCHITECT/JOB CPTN(UNLIC) | 102.00 | 107.00 | 112.00 | 117.00 |
| A2 | INTERN ARCHITECT/JOB CPTN(UNLIC) | 116.00 | 121.00 | 126.00 | 132.00 |
| A3 | INTERN ARCHITECT/JOB CPTN(UNLIC) | 132.00 | 138.00 | 144.00 | 150.00 |
| A4 | ARCHITECT/(LICENSED) | 151.00 | 158.00 | 165.00 | 172.00 |
| A5 | ARCHITECT (LICENSED) | 186.00 | 194.00 | 202.00 | 211.00 |
| A6 | ARCHITECT (LICENSED) | 221.00 | 230.00 | 240.00 | 250.00 |
| AD1 | RECEPTIONIST/FILECLERK/MAINT I | 68.00 | 71.00 | 74.00 | 77.00 |
| AD2 | ADMIN ASST II/ RECEPT/MAINT II | 72.00 | 75.00 | 78.00 | 82.00 |
| AD3 | ADMIN ASST III/ RECEPT/MAINTIII | 76.00 | 80.00 | 84.00 | 88.00 |
| AD4 | ADMIN ASST IV/EXEC ASST IV | 87.00 | 91.00 | 95.00 | 99.00 |
| AD5 | SR ADMIN V/EXEX ASST V/ ADM MGR | 110.00 | 115.00 | 120.00 | 125.00 |
| FC1 | CONSTRUCTION OBSERVER | 70.00 | 73.00 | 76.00 | 80.00 |
| FC2 | CONSTRUCTION OBSERVER | 96.00 | 100.00 | 104.00 | 109.00 |
| FC3 | CONSTRUCTION OBSERVER | 104.00 | 109.00 | 114.00 | 119.00 |
| FC4 | CONSTRUCTION OBSERVER | 126.00 | 132.00 | 138.00 | 144.00 |
| FC5 | CONSTRUCTION OBSERVER | 158.00 | 165.00 | 172.00 | 179.00 |
| FC6 | CONSTRUCTION OBSERVER | 182.00 | 190.00 | 198.00 | 206.00 |
| FC7 | CONSTRUCTION OBSERVER | 255.00 | 266.00 | 277.00 | 289.00 |
| FS1 | CHAINMAN | 66.00 | 69.00 | 72.00 | 75.00 |
| FS2 | RODMAN | 72.00 | 75.00 | 78.00 | 82.00 |
| FS3 | INSTRUMENTMAN | 82.00 | 86.00 | 90.00 | 94.00 |
| FS4 | PARTY CHIEF | 114.00 | 119.00 | 124.00 | 129.00 |
| FS5 | CHIEF SURVEYOR, FIELD SUPERVISOR | 146.00 | 152.00 | 159.00 | 166.00 |
| FS6 | DEPARTMENT HEAD | 197.00 | 205.00 | 214.00 | 223.00 |
| FS7 | SR DEPARTMENT MANAGER | 250.00 | 260.00 | 271.00 | 282.00 |
| IA1 | INTERN | 64.00 | 67.00 | 70.00 | 73.00 |
| IA2 | COLLEGE STUDENT | 74.00 | 77.00 | 81.00 | 85.00 |
| IA3 | GRAD STUDENT/COLLEGE GRAD | 80.00 | 84.00 | 88.00 | 92.00 |
| IA4 | GRAD STUDENT/COLLEGE GRAD | 84.00 | 88.00 | 92.00 | 96.00 |
| OD1 | APPRENTICE DRAFTER | 84.00 | 88.00 | 92.00 | 96.00 |
| OD2 | DRAFTER, TRACER, PLOTTER OPERAT | 94.00 | 98.00 | 102.00 | 107.00 |
| OD3 | DRAFTER, DETAILER | 102.00 | 107.00 | 112.00 | 117.00 |
| OD4 | SR DRAFT, DETAIL, CAD OPERATOR | 120.00 | 125.00 | 130.00 | 136.00 |
| OD5 | SR DRAFT, DETAIL, SQUAD LEADER | 142.00 | 148.00 | 154.00 | 161.00 |
| OD6 | CHIEF DRAFTER | 162.00 | 169.00 | 176.00 | 184.00 |
| OF6 | ASSOCIATE VICE PRESIDENT | 294.00 | 306.00 | 319.00 | 332.00 |
| OF7 | VICE PRESIDENT | 329.00 | 343.00 | 357.00 | 372.00 |
| OF8 | SR VICE PRESIDENT | 389.00 | 405.00 | 422.00 | 439.00 |
| OP1 | APPRENTICE STEREO OPERATOR | 84.00 | 88.00 | 92.00 | 96.00 |
| OP2 | STEREO OPERATOR | 94.00 | 98.00 | 102.00 | 107.00 |
| OP3 | STEREO OPERATOR | 102.00 | 107.00 | 112.00 | 117.00 |

| | | | | | |
|---|---|---|---|---|---|
| OP4 | SR STEREO OPER, SQUAD LEADER | 120.00 | 125.00 | 130.00 | 136.00 |
| OP5 | PHOTOGRAMMETRIST, SUPERVISOR | 149.00 | 155.00 | 162.00 | 169.00 |
| OP6 | CHIEF PHOTOGRAM, DEPARTMENT HEAD | 208.00 | 217.00 | 226.00 | 236.00 |
| OP7 | CHIEF PHOTOGRAM | 241.00 | 251.00 | 262.00 | 273.00 |
| P1 | GRAD ENG/ARCH IN RES (UNLIC) | 116.00 | 121.00 | 126.00 | 132.00 |
| P2 | GRAD ENG/ARCH IN RES (UNLIC) | 128.00 | 134.00 | 140.00 | 146.00 |
| P3 | STAFF DETAIL DESIGNER (UNLIC) | 136.00 | 142.00 | 148.00 | 154.00 |
| P4 | STAFF DETAIL DESIGNER (LICENSED) | 173.00 | 180.00 | 188.00 | 196.00 |
| P5 | PROJECT DESIGNER (LICENSED) | 235.00 | 245.00 | 255.00 | 266.00 |
| P6 | PROJECT DESIGNER (LICENSED) | 270.00 | 281.00 | 293.00 | 305.00 |
| P7 | DEPT HEAD, PRINCIPALS, (LIC) | 329.00 | 343.00 | 357.00 | 372.00 |
| PD1 | DETAIL DESIGNER (UNLICENSED) | 104.00 | 109.00 | 114.00 | 119.00 |
| PD2 | SR DETAIL DESIGNER (UNLICENSED) | 126.00 | 132.00 | 138.00 | 144.00 |
| PD3 | SENIOR DESIGNER II | 138.00 | 144.00 | 150.00 | 156.00 |
| PD4 | SENIOR DESIGNER III | 162.00 | 169.00 | 176.00 | 184.00 |
| PD5 | SENIOR DESIGNER | 182.00 | 190.00 | 198.00 | 206.00 |
| RP1 | RAILROAD PROFESSIONAL | 160.00 | 167.00 | 174.00 | 181.00 |
| RP2 | RAILROAD PROFESSIONAL | 170.00 | 177.00 | 185.00 | 193.00 |
| RP3 | RAILROAD PROFESSIONAL | 186.00 | 194.00 | 202.00 | 211.00 |
| RP4 | RAILROAD PROFESSIONAL SENIOR | 206.00 | 215.00 | 224.00 | 233.00 |
| RP5 | RAILROAD PROFESSIONAL MANAGER | 221.00 | 230.00 | 240.00 | 250.00 |
| RP6 | SENIOR RAILROAD SPECIALIST | 255.00 | 266.00 | 277.00 | 289.00 |
| SP1 | RE SPEC/PLNNR/SR ROW/PM/OTHR | 70.00 | 73.00 | 76.00 | 80.00 |
| SP2 | SR RE SPEC/PUBLIC INVOL/CONSULT/OTHE | 102.00 | 107.00 | 112.00 | 117.00 |
| SP3 | SR RE SPEC/PLNNR/SR ROW/PM/OTHR | 132.00 | 138.00 | 144.00 | 150.00 |
| SP4 | SR RE SPEC/PLNNR/SR ROW/PM/OTHR | 173.00 | 180.00 | 188.00 | 196.00 |
| SP5 | SR RE SPEC/PLNNR/SR ROW/PM/OTHR | 191.00 | 199.00 | 207.00 | 216.00 |
| SP6 | SR RE SPEC/PLNNR/SR ROW/PM/OTHR | 272.00 | 283.00 | 295.00 | 307.00 |
| SP7 | SR AVP/VP/OPS MGR | 277.00 | 289.00 | 301.00 | 314.00 |
| PL1 | PLANNER | 84.00 | 88.00 | 92.00 | 96.00 |
| PL2 | PLANNER | 104.00 | 109.00 | 114.00 | 119.00 |
| PL3 | PLANNER | 128.00 | 134.00 | 140.00 | 146.00 |
| PL4 | PROJECT PLANNER | 146.00 | 152.00 | 159.00 | 166.00 |
| PL5 | SENIOR PROJECT PLANNER | 195.00 | 203.00 | 212.00 | 221.00 |
| PL6 | SENIOR PROJECT PLANNER | 270.00 | 281.00 | 293.00 | 305.00 |

**ARCHULETA, AMANDA J.**

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Sent:** Tuesday, April 30, 2024 9:40 AM
**To:** ARCHULETA, AMANDA J.
**Subject:** Re: Scope of Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Amanda,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**
**Executive Director**

**Horizons of New Mexico**
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Apr 30, 2024 at 9:28 AM ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov> wrote:

> Good Morning Matt,
>
> Would Horizon's be interested in the scope of work below,

A. **SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
b. Ensure project plan and administration adhere to all requirements of funding sources.
c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

    i. Review of Plans and Plats

    ii. Design Analysis Reports (DARs)

    iii. Drainage Reports

    iv. Design Plans at all phases

    v. Conformance to standards and specifications

    vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

    vii. A/E Contract Exhibit Review

    viii. Safety Studies

    ix. Corridor studies

    x. Traffic Impact Analysis

    xi. Lighting and Signalization Reports

    xii. Engineering Estimates Opinions of Probable Cost

    xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.

i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule

6. Asset Management

    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you for your consideration,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

## ARCHULETA, AMANDA J.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Thursday, May 2, 2024 10:32 AM
**To:** ARCHULETA, AMANDA J.
**Cc:** Purchasing DET
**Subject:** RE: Request for Determination

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- https://naspovaluepoint.org/categories/
- https://www.omniapartners.com/publicsector/contracts
- https://www.buyboard.com/home.aspx
- https://www.h-gac.com/Home
- https://www.gsaelibrary.gsa.gov/
- https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

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**From:** ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
**Sent:** Thursday, May 2, 2024 10:10 AM

**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Subject:** Request for Determination

Good Morning,

I am requesting a Determination on the scope of work below:

**SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

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    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.

c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
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iii. Drainage Reports

iv. Design Plans at all phases

v. Conformance to standards and specifications

vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

vii. A/E Contract Exhibit Review

viii. Safety Studies

ix. Corridor studies

x. Traffic Impact Analysis

xi. Lighting and Signalization Reports

xii. Engineering Estimates Opinions of Probable Cost

xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

1. Perform construction management services,
2. Provide digital photo and/or video logs of construction progress at each stage;
3. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
4. Construction quality control monitoring, testing and inspection;
5. Assist in resolution of unforeseen conditions
6. Continue to maintain critical path schedule

6. Asset Management

    1. Assist with claim analysis and development of corrective action plans;
    2. Provide expert witness services,
    3. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you in advance,

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2025 5/28/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER** Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kcasu@lockton.com | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED** 4011<br>WILSON & CO., INC.<br>4401 MASTHEAD STREET NE<br>SUITE 150<br>ALBUQUERQUE NM 87109 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Valley Forge Insurance Company — 20508<br>**INSURER B :** The Continental Insurance Company — 35289<br>**INSURER C :** American Casualty Company of Reading, PA — 20427<br>**INSURER D :** Transportation Insurance Company — 20494<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 19825998 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | Y | 7091833236 | 6/1/2024 | 6/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | Y | Y | 7091833222 | 6/1/2024 | 6/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>AGGREGATE | $ XXXXXXX<br>$ XXXXXXX |
| C<br>D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | N | 7091833186<br>7091833205 | 6/1/2024<br>6/1/2024 | 6/1/2025<br>6/1/2025 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: PROJECT NUMBER: 2323-01-C1117 PROJECT NAME: ALL DESIGN PROFESSIONAL SERVICES, CATEGORY 1 – LOT 1, ARCHITECTURAL DESIGN AND CONSULTING SERVICES. CITY OF SANTA FE, THEIR OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**19825998**
CITY OF SANTA FE, NEW MEXICO
ATTN: ROMELLA GLORIOSO-MOSS, PHD, CPM, AICP
CAPITAL PROJECTS MANAGER & BPAC STAFF LIAISON
PUBLIC WORKS – COMPLETE STREETS
737 AGUA FRIA ST
SANTA FE, NM 87501

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2024

6/1/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER** Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kcasu@lockton.com | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Berkshire Hathaway Specialty Insurance Company / 22276 |
| **INSURED** 1048828<br>WILSON & CO., INC.<br>4401 MASTHEAD STREET NE<br>SUITE 150<br>ALBUQUERQUE NM 87109 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 19826003 **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**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | NOT APPLICABLE | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| A | PROFESSIONAL LIABILITY | N | N | 47-EPP-305301-07 | 6/1/2024 | 6/1/2025 | $1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS. | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: PROJECT NUMBER: 2323-01-C1117 PROJECT NAME: ALL DESIGN PROFESSIONAL SERVICES, CATEGORY 1 – LOT 1, ARCHITECTURAL DESIGN AND CONSULTING SERVICES.

**CERTIFICATE HOLDER**

**19826003**
CITY OF SANTA FE, NEW MEXICO
ATTN: ROMELLA GLORIOSO-MOSS, PHD, CPM, AICP
CAPITAL PROJECTS MANAGER & BPAC STAFF LIAISON
PUBLIC WORKS – COMPLETE STREETS
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**CANCELLATION**

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**AUTHORIZED REPRESENTATIVE**

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CITY OF SANTA FE

**Date:** November 21, 2024

**To:** Governing Body

**From:** Regina Wheeler, Public Works Director RW
RW (Nov 21, 2024 13:13 MST)

**Subject:** On-call Project Management Services

**Vendor Name:** Leroy N. Pacheco

**Munis Vendor Number:**2102

---

**ITEM AND ISSUE:**

Request Approval of a Professional Servcies Contract with Leroy N. Pacheco for not to Exceed $4,327,500 Including NMGRT for On-Call Project Management Services For a Four Year Term.

**CONTRACT NUMBER:**

The FY25 3250326

**BACKGROUND AND SUMMARY:**

On-call professional services agreements are established to augment the capacity and skills of City staff. With an unprecedented level of funding for capital projects, it is essential to have on-call professional services at hand to ensure the compliant, timely and successful deployment of projects. Project Managers, Division Directors and Department Directors oversee service professionals to ensure that procedures comply with City commitment to community engagement and cost effective, sustainable, safe and compliant infrastructure.

RFP 24060 was advertised in July 2024. Three responsive offers were received and three agreements for on-call project management services are being established.

On-call service agreements are not a guarantee of work. The City will issue task orders to vendor as need and funding arise.

**ATTACHMENTS:**

Professional Services Agreement
Vendors Proposal
Horizons declination
CPO Service Determination Email
Certificate of Liability Insurance (COI)

Halona Crowe

**Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

RFP 24060 for Project Management Professional Services

**Chief Procurement Officer (CPO) / Designee:** _____ **Date:** Nov 27, 2024

**CPO Comment/Exceptions:** _____

**FUNDING SOURCE:**

**Fund Name/Number:** Various

**Munis Org Name/Number:** Various

**Munis Object Name/Number:** Various

**Budget Officer / Designee:** Andy Hopkins _____ **Date:** Nov 22, 2024

**Budget Officer Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

**Does this purchase require any of the following associated approvals: ☐ Yes |☒ ☐ No**
**(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)**

**IT Components included? ☐ Yes | ☒ No**

**Approval:** _____ **Title:** _____ **Date:** _____

**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☒ No**

**Approval:** _____ **Title:** _____ **Date:** _____

**Comment/Exceptions:** _____

**Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No**

**Approval:** _____ **Title:** _____ **Date:** _____

**Comment/Exceptions:** _____

**Capital Asset* or Project** ☐ Yes | ☒ No**

**Project Ledger #:** _____

(*will this procurement result in a tangible item that costs more than $5,000?)

(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)

**Approval:** _____ **Title:** _____ **Date:** _____

**Comment/Exceptions:** _____

**Is this a Grant Funded Purchase? ☐ Yes ☒ ☐ No**

**Approval:** _____ **Title:** _____ **Date:** _____

**Comment/Exception** _____

Item #: _____
Munis Contract #: _____
RFP # 24060

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Leroy Nicholas Pacheco** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services for the City:

Project types that Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

The City's Facilities Division Director or Director of Public Works shall provide Contractors with Task Order scopes of work for which Contractors may provide a quotation for owner representative project management services related to any particular project. Upon receiving the City's request for services, the Contractor shall provide an estimate of hours of labor, costs and schedule to the perform the work. Each Task Order will be negotiated on a project-by-project basis. This work may be phased in alignment

with City priorities and funding.

Examples of tasks that could be included in the Task Order scopes of work include:

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    **c.** Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    **d.** Identification of risks and mitigation actions
    **e.** Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding
    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement
    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement
    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.
    c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
    d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
    e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
    f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may perform technical reviews and services to include but not be limited to:
        i. Review of Plans and Plats
        ii. Design Analysis Reports (DARs)
        iii. Drainage Reports

iv. Design Plans at all phases
v. Conformance to standards and specifications
vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents
vii. A/E Contract Exhibit Review
viii. Safety Studies
ix. Corridor studies
x. Traffic Impact Analysis
xi. Lighting and Signalization Reports
xii. Engineering Estimates Opinions of Probable Cost
xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction
    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule
6. Asset Management
    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Management Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four million dollars ($4,000,000.00), excluding gross receipts tax for the term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred twenty-seven thousand five hundred dollars ($327,500.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four million, three hundred twenty-seven thousand five hundred dollars ($4,327,500.00).**

B. Payment. The total compensation under this Agreement shall not exceed $4,327,500 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment

**4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

**5. Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

**6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

**9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in

Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. Amendment**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the RFP #24060 **Owner Representative Project Management Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If

Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

**20. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

**21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

**22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form

furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

**24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**28. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Regina Wheeler, Public Works Department Director
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
rawheeler@santafenm.gov

To the Contractor:
Leroy N. Pacheco
305 Lomita Street
Santa Fe, NM 87505
engineer@leroypacheco.com

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the

above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

CONTRACTOR:
Leroy Nicholas Pacheco

Leroy Pacheco (Nov 13, 2024 22:34 MST)

LEROY N. PACHECO, OWNER

DATE: Nov 13, 2024

NMBTIN: 03-527825-00-0

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Nov 14, 2024 08:59 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCE:

Emily K. Oster

FINANCE DIRECTOR

**ARCHULETA, AMANDA J.**

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Sent:** Tuesday, April 30, 2024 9:40 AM
**To:** ARCHULETA, AMANDA J.
**Subject:** Re: Scope of Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Amanda,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**
**Executive Director**

**Horizons of New Mexico**
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Apr 30, 2024 at 9:28 AM ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov> wrote:

> Good Morning Matt,
>
> Would Horizon's be interested in the scope of work below,

A. **SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
4. Project deployment, tracking and public engagement

a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
b. Ensure project plan and administration adhere to all requirements of funding sources.
c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
f. Review and respond to technical, contractual and design documents generated for the project. While the Engineer of Record for the Project is responsible for design and engineering meeting standards and specifications, Owner Representative Project Manager Contractor may preform technical reviews and services to include but not be limited to:

    i. Review of Plans and Plats

    ii. Design Analysis Reports (DARs)

    iii. Drainage Reports

    iv. Design Plans at all phases

    v. Conformance to standards and specifications

    vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

    vii. A/E Contract Exhibit Review

    viii. Safety Studies

    ix. Corridor studies

    x. Traffic Impact Analysis

    xi. Lighting and Signalization Reports

    xii. Engineering Estimates Opinions of Probable Cost

    xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.

i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

    a. Perform construction management services,
    b. Provide digital photo and/or video logs of construction progress at each stage;
    c. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
    d. Construction quality control monitoring, testing and inspection;
    e. Assist in resolution of unforeseen conditions
    f. Continue to maintain critical path schedule

6. Asset Management

    a. Assist with claim analysis and development of corrective action plans;
    b. Provide expert witness services,
    c. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you for your consideration,

Amanda Archuleta

Public Works – Complete Streets Contracts Administrator

Phone: 505-955-6631

Mobile: 505-629-7286

Email: ajarchuleta@santafenm.gov

## ARCHULETA, AMANDA J.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Thursday, May 2, 2024 10:32 AM
**To:** ARCHULETA, AMANDA J.
**Cc:** Purchasing DET
**Subject:** RE: Request for Determination

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- https://naspovaluepoint.org/categories/
- https://www.omniapartners.com/publicsector/contracts
- https://www.buyboard.com/home.aspx
- https://www.h-gac.com/Home
- https://www.gsaelibrary.gsa.gov/
- https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

---

**From:** ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
**Sent:** Thursday, May 2, 2024 10:10 AM

**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Subject:** Request for Determination

Good Morning,

I am requesting a Determination on the scope of work below:

**SCOPE OF WORK**

The Owner's Representative Project Manager contractors shall provide the services described in this scope of work to assist and represent the City of Santa Fe in the planning and management of infrastructure projects in the City. The City plans to establish multiple contracts with multiple service providers to be available to support projects and improvements as needs arise and funding is available.

Project types that Owner Representative Project Manager Contractors may be asked to support include but are not limited to planning, design, construction and remodeling of parks, buildings, roadways, parking facilities and systems, stormwater infrastructure, trails, urban redevelopment, ADA improvements, spine infrastructure, dry utilities, renovation, remodel and repairs of historic and culturally significant facilities and infrastructure in historic districts, recreation facility maintenance, repairs, design and construction; renewable energy projects; electric vehicle infrastructure; ADA Compliance; bridge repairs and replacement, resiliency and hazard mitigation; vehicle maintenance facilities; water and waste water facilities and distribution systems, demolition, remediation, asset management tools and data, multimodal planning including roadways, transit, pedestrian and bicycle facilities, transit facilities and infrastructure, infrastructure specification development and other City infrastructure related needs.

1. Planning, scoping and developing budgetary estimates.
    a. Assist with the preparation and review of scopes of work
    b. Assist with development of programming requirements including soliciting input from public and stakeholder agencies,
    c. Assist in development of early budgetary estimates, cash flow projections and total cost of ownership
    d. Identification of risks and mitigation actions
    e. Urban redevelopment predevelopment activities including developing critical path schedule for and advising on land use entitlements, environmental, public engagement, procurement, development agreements and other urban redevelopment activities.
2. Securing and administering funding

    a. Assist in identification potential funding sources.
    b. Assist with development of funding applications.
    c. Assist in ensuring project activities adhere to funding requirements.
    d. Assist in development of reimbursement packages.
3. Engaging project professionals and procurement

    a. Assist in review and selection of other contractors needed for the project including development and review of scopes of work, contract terms, RFPs, invitations to bid (ITBs) and other work required to engage required professionals to complete a project.
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    a. Assist in contract administration for other contractors engaged in the project including managing scope and cost change processes and coordinating and validating payment requests from contractors providing services to projects;
    b. Ensure project plan and administration adhere to all requirements of funding sources.

c. Submit monthly invoice with monthly project reports including accomplishments, planned activities, earned value and percent complete,
d. Maintain Project cash flow projections, risks, mitigation strategies and challenges.
e. Preparation and management of project plans and schedules, including developing and maintaining critical path schedules,
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ii. Design Analysis Reports (DARs)

iii. Drainage Reports

iv. Design Plans at all phases

v. Conformance to standards and specifications

vi. Construction Contract Book, including but not limited to special provisions, Notices to Contractors, and/or other supplemental contract documents

vii. A/E Contract Exhibit Review

viii. Safety Studies

ix. Corridor studies

x. Traffic Impact Analysis

xi. Lighting and Signalization Reports

xii. Engineering Estimates Opinions of Probable Cost

xiii. Value Engineering

g. Document management and control including all design, construction, contract administration documents, correspondence, and as-builts;
h. Assisting with the planning, noticing, conduction and reporting of public and stakeholder information and engagement meetings including developing presentations, facilitating the meeting and publishing detailed accounting of input and responses.
i. Lead and document project meetings;
j. Ensure all documents generated for and by the project team are professional, correct, complete and accessible.
k. Assist in developing and or reviewing cost estimates;
l. Perform or scope and oversee completion of commissioning services;
m. Perform project closeout;
n. Ensure that project actions comply with any and all requirements of funding
o. Support presentations to Governing Body, agency stakeholders and committees.
p. Represent the City on behalf of the Project.

5. Construction

1. Perform construction management services,
2. Provide digital photo and/or video logs of construction progress at each stage;
3. Document and coordinate any Construction Team request for information (RFI), and the response from the Design Team, and City;
4. Construction quality control monitoring, testing and inspection;
5. Assist in resolution of unforeseen conditions
6. Continue to maintain critical path schedule

6. Asset Management

    1. Assist with claim analysis and development of corrective action plans;
    2. Provide expert witness services,
    3. Planning, development, implementation, data gathering, updating and reporting asset management information and tools

Engineer of Record Services: So that the Contractor can objectively represent the City in review of work of design, engineering and construction services related to the Project, Contractor shall not provide those services to the Project for which they are providing Owner Representative Project Management Services. This does not prohibit Contractor from providing engineering or other technical services via a separate agreement to other City projects occurring concurrent with the Project.

Thank you in advance,

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Hiscox Inc.<br>5 Concourse Parkway<br>Suite 2150<br>Atlanta GA, 30328 | PHONE (A/C, No, Ext): (888) 202-3007 | FAX (A/C, No): |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Hiscox Insurance Company Inc | 10200 |
| INSURED<br>Leroy Pacheco<br>313 Lomita St<br>Santa Fe, NM 87505 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | Y | P100.366.594.5 | 07/01/2024 | 07/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 100,000<br>$ 5,000<br>$ 2,000,000<br>$ 2,000,000<br>$ S/T Gen. Agg. |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>CGL HNOA Limit (per occurrence) | $<br>$<br>$<br>$<br>$ 1,000,000 |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Santa Fe
Po Box 909
Santa Fe, NM

**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**



**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# GB 600 PSA Leroy N Pacheco RFP 24060 dept rev

Final Audit Report 2024-11-27

| | |
|---|---|
| Created: | 2024-11-27 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA5-DXXOF-DPVmwIwCx1M6AGjxw06er2js |

## "GB 600 PSA Leroy N Pacheco RFP 24060 dept rev" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-27 - 7:02:54 PM GMT- IP address: 97.182.93.53

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-27 - 7:04:11 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-27 - 7:04:54 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-27 - 7:06:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-27 - 7:06:51 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-27 - 9:32:59 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-27 - 9:43:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-27 - 9:43:56 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

**Date:** November 22, 2024

**To:** Governing Body and Finance Committee

**From:** Micheal Dozier, Waste Management Division MD

**Via:** John Dupuis, Public Works Director JD

**Subject:** Administration Generator Replacement

**Vendor Name:** Wagner Equipment Co.

**Munis Vendor Number:** 2387

---

**ITEM AND ISSUE:**

Waste Management Division Paseo Real Wastewater treatment plant (WWTP) respectfully requests your review and approval of a State Wide Price Agreement in the of $305,336.02 excluding tax for the purchase, installation and testing of the Administration generator for a term of 60 days with Wagner Equipment Company.

Action Requested: Request approval of a BAR in the amount of $308,576 and the State Wide Price Agreement for Wagner Equipment Co.

**CONTRACT NUMBER:**

State price Agreement #40-00000-23-00045 EXP February 22, 2025

**BACKGROUND AND SUMMARY:**

The wastewater treatment facility uses a backup generator to maintain the facility equipment during a power outage. the generator experienced a major failure on two units the facility needs to continue operating during power outages. power failures will directly effect the quality of the effluent discharge and will take the facility out of compliance.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

State price Agreement #40-00000-23-00045 EXP February 22, 2025

**Chief Procurement Officer (CPO) / Designee:** _____ **Date:** Nov 26, 2024
**CPO Comment/Exceptions:** _____

**FUNDING SOURCE:**

**Fund Name/Number:** 500

**Munis Org Name/Number:** WW - Treatment Plant/5000367

**Munis Object Name/Number:** Equipment & Machinery >$5K /570500

**Budget Officer / Designee:** Andy Hopkins **Date:** Nov 25, 2024
**Budget Officer Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

**Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No**
**(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)**

**IT Components included? ☐ Yes | ■ No**
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ■ No**
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment/Exceptions:** _____

**Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ◉ No**
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment/Exceptions:** _____

**Capital Asset* or Project** ☐ Yes | ☐ No**
**Project Ledger #:** _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment/Exceptions:** _____

**Is this a Grant Funded Purchase? ☐ Yes | ◉ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**ATTACHMENTS:**

Procurement Document: SWPA/Existing Contract

Vendor's Proposal

Select Contract Type

SWPA
Certificate of Liability Insurance (COI)
Quote

11/14/2024

**Attn:** Micah Martinez
City Of Santa Fe
emmorales@santafenm.gov

New Mexico State Price Agreement number: 40-00000-23-00045

**Quote:** 31430792

**Re: Santa Fe Wastewater**

We are pleased to submit this quotation for the following quality equipment:

Model: V12 GCAG
Quantity: 1
**Rating: 800 kW**
Fuel: DIESEL
Excitation: PM
Frequency: 60 Hz
Voltage: 480 V
Duty: STANDBY

**The following features will be included:**

| Quantity | Characteristic Name | Feature Description |
|---|---|---|
| 1 | APPLICATION INDICATOR | STANDBY POWER |
| 1 | PGS EMISSION CERTIFICATION | EPA STATIONARY EMERGENCY |
| 1 | UL LISTING | UL 2200 LISTED PACKAGE GEN SET |
| 1 | SEISMIC CERTIFICATION | IBC SEISMIC CERT OF COMPLIANCE |
| 1 | VOLTAGE OPTION | 60HZ 480 VOLT (WYE) |
| 1 | ENGINE RATING | 60 Hz, 800 EKW W/FAN |
| 1 | CONFIGURATION | D800 GC (C27 800KW) TIER 2 |
| 1 | ALTERNATOR TEMPERATURE RISE | 125C TEMP RISE OVER 40C AMB |
| 1 | ALTERNATOR | E3835L4/1B-2/3-RW-PM |
| 1 | CONTROL PANEL MODEL | GCCP1.2 CONTROL PANEL |
| 1 | DECAL LANGUAGE | ENGLISH INSTRUCTION LANGUAGE |
| 1 | PANEL MOUNTED AUDIBLE ALARM | PANEL MOUNTED AUDIBLE ALARM |
| 1 | GROUND FAULT RELAY | GROUND FAULT RELAY INDICATION |
| 1 | GEN RUNNING & FAULT RELAY | GEN RUNNING & FAULT RELAY |
| 1 | NEUTRAL GROUNDING CONNECTIONS | NEUTRAL GROUND CONNECTION |
| 1 | LOAD CENTER | 100A LOAD CENTER |
| 1 | GFCI AC RECEPTACLE & WIRING | 20A GFCI (CONTROLS SIDE) |
| 1 | REMOTE ANNUNCIATOR (GCCP) | REMOTE ANNUNCIATOR (GCCP) |
| 1 | 1ST CIRCUIT BREAKER | P 1200A LSIG 3P UL MO |
| 1 | POWER CONNECTION CABLES-RIGHT | P FRAME CONN 1200-1600A RHS |
| 1 | BASE TYPE (MOUNTING OPTION) | BASE - INTEGRAL FUEL TANK |
| 1 | LUBE OIL DRAIN | LUBE OIL DRAIN |
| 1 | ENCLOSURE | ENCLOSURE SOUND ATTENUATED |
| 1 | MANIFOLD AND TURBO GUARDS | GUARD AND SHIELD SYSTEM |
| 1 | AIR CLEANER (ENGINE) | STANDARD AIR CLEANER |

## Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

| | | |
|---|---|---|
| 1 | STARTERS | ELEC. START MOTOR HEAVY DUTY |
| 1 | SPACE (ALT) HEATER KITS | SPACE HEATER |
| 1 | PACKAGE SHORE POWER | 240 VOLT SHORE POWER, 60HZ |
| 1 | BATTERY OPTIONS | HEAVY DUTY BATTERY GP |
| 1 | BATTERY CHARGERS | BATT CHARGER 10AMP (INSTALLED) |
| 1 | JACKET WATER HEATER | JW HEATER - SINGLE W/PUMP 60HZ |
| 1 | JACKET WATER HEATER WIRING | WIRING GP-JW HEATER |
| 1 | PGS TEST REPORT | PGS TEST REPORT @ 0.8 PF |

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | FIELD SERVICES | Startup, Commissioning | Startup |
| 1 | FIELD SERVICES | NFPA 4-hr 1.0pf loadbank test | Loadbank |

Generator - $248,536.90 net - $28,674.65 discount $219,862.25
Diesel fuel – 2100 gallons @ $5.65 per gal $ 11,865.00
Journeyman labor – 42.6hr @ $166hr $ 7,070.95

**Price: one Caterpillar 800kW generator package and above dealer items $238,798.20**

Quantity: 1

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | INSTALLATION SERVICES | Genset Installation | Installation |

Materials $ 34,628.57
Laborer labor – 139hr @ $166hr $ 23,085.72

**Price: one installation services $57,714.29**

Quantity: 1

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | PROJECT SERVICES | Power Monitoring | Quote 702924134 |

Electrician Journeyman labor – 76.7hr @ $115hr $ 8,823.53

**Price: one Power Monitoring services $8,823.53**

# Total Price: USD 305,336.02

## Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

**Notes Deviations and Exceptions:**

Quote includes delivery to site, site startup and load-bank testing.

Freight is estimated at $ 7,500.00, if the actual cost exceeds that amount a surcharge will be added.

Off-loading, installation and initial fuel fill are included in the installation services price.

Wagner does not provide air emission permits. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.

**Customer Value Agreement:**

One-year factory authorized generator routine maintenance is not included in the quoted price, if required add $5,478.00 per generator.

**Availability & Lead Times:**

Lead-time will be estimated when order is placed, currently the generator C27 leadtime is 1-2 weeks.

Thank you for the opportunity to quote.  We look forward to your valued business.

Sincerely,


Rodney Sanchez
Power Systems Sales
Power Systems
505-506-5055
rsanchez@wagnerequipment.com

Todd Herceg
Inside Sales
Power Systems
303-739-3307
therceg@wagnerequipment.com


**Terms & Conditions:**

This proposal is confidential in nature. It shall remain the property of Wagner Equipment, and is intended solely for the use of the individual or entity to whom it is addressed. Any other use, dissemination, forwarding, printing or copying of this proposal is prohibited. Please note equipment off loading, handling, fuel, storage, permits, assembly of loose supplied items, installation or anything otherwise not specifically described in this quotation and/or associated bill of materials are hereby strictly excluded. Wagner Equipment terms/conditions will apply. Other conditions shall be subject to management approval. Payment withholds are not allowed. Should this offer be accepted it shall be included by reference or as an integral part of other contractual agreement(s) and/or purchase order document(s).

## Wagner Power Systems


WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

***Pricing is subject to change based on manufacturer changes to cost and availability***


## Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Utilities/Wastewater | 8/28/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Equipment & Machinery >$5K | 5000362 | 570500 | | $ 308,576 | |
| | | | | | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
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| | | | | | |
| | | | | $ 308,576 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

To increase 570500 for the purchase of the failed generator at Wastewater (emergency) WAGNER

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 500 | (308,576) |
| | |
| | |
| | |
| **TOTAL:** | **(308,576)** |

Linda MacAllister — 11/22/2024
Prepared By *{print name}* — Date

Nov 22, 2024
Division Director Signature *{optional}* — Date

John Dupuis (Nov 22, 2024 11:38 MST) — Nov 22, 2024
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 — Nov 25, 2024
Budget Officer — Date

Emily K. Oster — Nov 26, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Nov 26, 2024 12:12 CST) — Nov 26, 2024
City Manager *{≤ $60,000}* — Date

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# State of New Mexico
# General Services Department

## Statewide Price Agreement

**Awarded Vendor:**
**6 Vendors, see page 6 for detail.**

Price Agreement Number**:** **40-00000-23-00045**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.**

**Invoice:**
**As Requested at Time of Order**

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**:** **Generator Preventative Maintenance and Repair**

Term**:** **February 23, 2024 thru February 22, 2025**

**This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

Natalie Martinez

Date: 2/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

## 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) 0000178054
B&S Power Services, Inc.
1212 Havasu Falls Court NE
Rio Rancho, NM, 87144
Michael A. Baca 505-415-9399
bspowerservices@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: 1212 Havasu Falls Court NE
Rio Rancho, NM, 87144

(AB) 0000049954
Great Western Electrical, Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107
Scott Burson 505-881-6525
sburson@nmgwe.com

Payment Term: Net 30
FOB: Destination
Delivery: 3310 Girard Blvd NE
Albuquerque, NM 87107

(AC) 0000048410
Hal Burns Truck & Equipment Service LLC
14 Camino Charro
Santa Fe, NM 87507
Thomas Dennis 505-695-8726
thomas@halburns.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AD) 0000178572
Harmon Service Co., LLC
600 Via Posada SE
Albuquerque, NM 87123
Steven Harmon 505-331-8891
steven@harmonserviceco.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AE) 0000009902
TRACS Power Generation LLC
PO Box 94384
Albuquerque, NM 87199
Kathryn Page 505 463 6377
tracspwrgen@msn.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Destination

(AF) 0000045306
Wagner Equipment Co
700 Wager Court SE
Albuquerque, NM 87501
Jennifer Knox 505-345-8411
knox_jennifer@wagnerequipment.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested destination

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**Specifications:**
The State of New Mexico wishes to establish a State-Wide price agreement to provide inspection, preventive maintenance services, repair and replacement, and emergency services as needed for generators and related equipment **located at various facility sites throughout the State of New Mexico.**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

All inspections will be performed by a qualified operator/ technician/ electrician. All waste materials and unusable fluids will be disposed of in accordance with local regulations. Written test and inspection reports will be submitted to maintenance supervisor upon completion. Test reports shall be suitable for submission to the User Agency to verify compliance with NFPA 110 guidelines.

Contractors shall be licensed for the work to be performed by this Price Agreement by the State of New Mexico, Regulation and Licensing Department, Construction Industries Division (CID). **Technicians providing services should have five (5) years' practical field experience with power generators. Evidence of such experience may include dates of licensure, references from prior contracts with their dates, etc. Vendors may be required to provide proof of experience prior to delivery of service.**

Both Generator Contractors and Electrical Contractors are encouraged to bid since both types of services are involved. Multiple contractors may be awarded for both Electricians and Generator Contractors. It is not required to bid on every item. To meet the needs of all the facilities located throughout the state, the State reserves the right to award multiple contractors to provide these services.

**Scope of work:**
A. Preventative maintenance (PM1)
B. Preventative maintenance (PM 2)
C. Preventative Maintenance (PM 3)
D. Monthly Building Outage Test
E. Load bank test.
F. Repair service, parts and labor for any of the generator system and related parts/equipment.
G. Emergency repair service including spill cleanup and remediation and all related costs of such.
H. Rental of portable backup generator(s) or automatic transfer switch (ATS) with hookup including electrical.
I. Replacement of generator, automatic transfer switch (ATS), fuel tank, cabling to ATS or any other system related parts/elements including infrastructure
J. Automatic Transfer Switch maintenance
K. Installation of replacement or new Generators

**A. Preventative Maintenance 1 (PM1)**
Inspections performed semi-annually.

General
Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Any **additional charges that may apply will need to be pre-approved by the agency requesting service**.)

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Cooling System

- Radiator/heat exchanger- visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.
- Coolant- visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.
- Hoses and connections- visual inspection of all hoses for deterioration. Check tightness of all hose connections.
- Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket water heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
- Water pump- visual and operational. Inspection for leaks or unusual noises.

Fuel System

- Fuel tank- visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water trap/separator-drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections.
- Check line brackets.
- Governor and controls- inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel filters- primary/secondary- inspect for damage, leaks, and proper operations. Clean primary filter screen.
- Fuel pressure- operations check of gauge for correct pressure.
- Fuel lines and connections-inspect for tight connections. Check line brackets.

Air Induction and Exhaust System

- Air filter service indicator-note reading. Inspect for proper operation. Reset indicator.
- Air filter-inspect. Clean as necessary
- Air inlet system- inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger- inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust manifold- inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note-load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply).
- Exhaust system - inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.

Lube Oil System

- Oil level- inspect for correct oil level and contamination. Visually inspect unit for leaks.
- Oil pressure- operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump.
- Crankcase breather-inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Starting System

- Batteries- inspect for damage or leakage. Clean and tighten all battery cable connections.
- Batteries- specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary.
- Battery charger- inspect for proper operation, loose terminals, and deteriorated wiring.

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- Starting motor- inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.
- Alternator- inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output.

Engine Monitors and Safety Controls

- Safety controls inspect proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote annunciators and alarms- inspect and test all panel and system alarms for proper operation.

Power Generator

- Slip rings and brushes -remove and inspect brushes, clean slip rings. Adjust as necessary.
- Space heaters - inspect for proper operation.

Control Panel

- Start controls- manual/auto- operational check for proper operation. Check automatic start.
- Voltmeter- operational check for correct readings. Check voltage.
- Level, voltage gain, and voltage droop adjustment.
- Ammeter- operational check for correct readings if load is available. Frequency meter- operational check for correct readings. Load and No-load readings if possible.
- Automatic transfer switch- clean, inspect and test for proper operation.

Gas (Or Other Types Of Fuel) Engines

- Carburetor and linkage- inspect for proper operation, free of binding.
- Magneto/distributor and ignition system-check condition of ignition wires. Check magneto/distributor operation.

**B. Preventative Maintenance 2 (PM 2):**

Includes all service level one (PM1) inspections-PM2 is performed annually.

Fuel System

- Fuel filter-replace. Inspect for proper sealing and operation.

Lube Oil System

- Oil and filters- change. Inspect all gaskets and seals. Cut open old filter for internal inspection.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines. Crankcase breather- inspect and clean.

Air Induction and Exhaust System

- Valve adjustment- check and adjust valves as necessary.
- Valve rotators- operational inspection to ensure proper valve rotation.
- Turbocharger- inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

Engine Monitors and Safety Controls

- Gauge accuracy- check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency).

Generator

- Generator rear bearing- lubricate.
- Vibration isolators- check for proper adjustment and condition.

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Control Panel

- Circuit breakers- inspect free movement and tight connections.
- Automatic transfer switch- clean, inspect and test for proper operation. Measure voltage drop across contacts.
- Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean.

Gas (Or Other Types of Fuel) Engines

- Spark plugs- gap and clean.
- Carburetor- check operation, air/fuel ratio, and differential pressure. Adjust as necessary.
- Lubricate linkage.

Ignition System

- Check for proper operation. Tune engine as necessary.

**C. Preventative Maintenance 3 (PM 3)**

To include the following items:

General

Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Any **additional charges that may apply will need to be pre-approved by the agency requesting service**.)

Cooling System

- Radiator/heat exchanger- visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.
- Coolant- visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces. Take a coolant sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Hoses and connections- visual inspection of all hoses for deterioration. Check tightness of all hose connections.
- Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket water heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
- Water pump- visual and operational. Inspection for leaks or unusual noises.

Fuel System

- Fuel tank- visually inspects fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants. Take a fuel sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Water trap/separator-drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections.
- Check line brackets.
- Governor and controls- inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel filters- primary/secondary- inspect for damage, leaks, and proper operations. Clean primary filter screen.
- Fuel pressure- operations check of gauge for correct pressure.

Air Induction and Exhaust System

- Air filter service indicator-note reading. Inspect for proper operation. Reset indicator.

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- Air filter-replace air filter element.
- Air inlet system- inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger- inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust manifold- inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note-load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply).
- Exhaust system - inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.

Lube Oil System

- Oil level- inspect for correct oil level and contamination. Visually inspect unit for leaks.
- Oil pressure- operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump.
- Crankcase breather-inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Starting System

- Batteries- inspect for damage or leakage. Clean and tighten all battery cable connections.
- Batteries- specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary.
- Battery charger- inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting motor- inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.
- Alternator- inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output.

Engine Monitors and Safety Controls

- Safety controls inspect proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote annunciators and alarms- inspect and test all panel and system alarms for proper operation.

Power Generator

- Slip rings and brushes -remove and inspect brushes, clean slip rings. Adjust as necessary.
- Space heaters - inspect for proper operation.

Control Panel

- Start controls- manual/auto- operational check for proper operation. Check automatic start.
- Voltmeter- operational check for correct readings. Check voltage.
- Level, voltage gain, and voltage droop adjustment.
- Ammeter- operational check for correct readings if load is available. Frequency meter- operational check for correct readings. Load and No-load readings if possible.
- Automatic transfer switch- clean, inspect and test for proper operation.

Gas (Or Other Types of Fuel) Engines

- Fuel lines and connections-inspect for tight connections. Check line brackets.
- Carburetor and linkage- inspect for proper operation, free of binding.
- Magneto/distributor and ignition system-check condition of ignition wires. Check magneto/distributor operation.

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Fuel System
- Fuel filter-replace. Inspect for proper sealing and operation.
- Take a fuel sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Lube Oil System
- Oil and filters- change. Inspect all gaskets and seals. Cut open old filter for internal inspection.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Crankcase breather- inspect and clean.

Air Induction and Exhaust System
- Valve adjustment- check and adjust valves as necessary.
- Valve rotators- operational inspection to ensure proper valve rotation.
- Turbocharger- inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

Engine Monitors and Safety Controls
- Gauge accuracy- check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency).

Generator
- Generator rear bearing- lubricate.
- Vibration isolators- check for proper adjustment and condition.

Control Panel
- Circuit breakers- inspect free movement and tight connections.
- Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean.
- Gas engines
- Fuel filter -replace.
- Spark plugs- gap and clean.
- Carburetor- check operation, air/fuel ratio, and differential pressure. Adjust as necessary.
- Lubricate linkage.

Ignition System
- Check for proper operation. Tune engine as necessary.

General
Replace Belts, hoses, thermostat, batteries, battery cables, chargers, heaters, Spark plugs, glow plugs, injectors, flush radiator and replace coolant, clean oil pumps (not at the oil pan, any other oil type pumps like the coolant oil pump would need to be cleaned), clamps, and gauges, transfer switch components, relays switches, fuses, breakers, etc. During the actual PM3, if a component replacement is not recommended, allow the Agency to decide if it shall be replaced or not.

**D. Monthly Building Outage Test**

To be performed as recommended and upon written request of user agency only.
The test is to be performed with a 30-minute run and 5-minute cool down and according to NFPA 110.

**E. Load Bank Tests**

To be performed as recommended and upon request of user Agency only. User Agency will not be held liable for load tests performed without proper authorization.

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NFPA 110 Emergency and Standby Power Systems--**8.4.9.7*** Where the test required in 8.4.9 is combined with the annual load bank test, the first 3 hours shall be at not less than the minimum loading required by 8.4.9.5 and the remaining hour shall be at not less than 75 percent of the nameplate kW rating of the EPS.

Connect resistive load banks to generator load terminals.
Supervise and operate generator set under resistive load for a period not less than two (2) consecutive hours as follows:

- 15 minutes @ 25% LOAD (load applied immediately without warm-up)
- 15 minutes @ 50% LOAD
- Per NFPA @ 75% LOAD
- Per NFPA @ 100% LOAD
- Per NFPA @ 75% LOAD
- 10 minutes @ 25% LOAD
- 5 minutes @ 0 % LOAD

**F. Repair service, parts and labor.**

- The awarded contractor will provide repair service as requested by authorized personnel for unforeseen equipment failures and fuel spills.
- Twenty-four (24) hour emergency service is mandatory due to the critical security issues associated with the operation of State buildings.
- Awarded contractor(s) must dispatch to all emergency situations within two (2) hours of being notified by authorized facility personnel.
- All parts supplied by vendor will be covered by the manufacturer's warranty of such parts and vendor will administer such warranty on behalf of the user Agency.
- Contact name and phone number of service technician to be made available to maintenance supervisor, business manager and control center officer in charge.
- Only new replacement parts/components are acceptable. Replacement parts will be bid at list price less applicable discount.
- The awarded contractor shall provide parts discounts from either house or trade catalogs as bid, and the list must be clearly marked with the applicable discount amounts. The Agency, at their discretion, may request dated parts lists to determine if the applicable discount is valid in the event that parts are purchased from the contractor. The Agency may at their discretion determine when the service/repair can be accomplished by the Agency's in-house personnel.

**G. Emergency Repair Service**

Awarded contractors must have a service team/vehicle dispatched and on the road within 2 hours of the time-of-service request, as repairs may be urgent for security enforcement or safety/sanitation issues. Awarded contractors must ensure that the emergency be stabilized within 48 hours. It is desired that parts be received, and service completed within forty-eight (48) hours for essential operating equipment.

**H. Rental and Hook up of portable backup generator or automatic transfer switch (ATS)**

**I. Replacement of Generator, ATS, fuel tank, and any other related parts/elements of Generator system.** A used or refurbished generator with an extended warranty may be considered if replacement is needed. The purchase of major replacement equipment may be accomplished under this Statewide Price Agreement through an operating lease or through a direct purchase. All purchases of major replacement equipment, new, used or refurbished, require prior approval by the user agency. The ATSs can be rented as an interim solution for an ATS that cannot be repaired.

**J. Any engineering needed for stamped drawings/ system design**

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**K. Maintenance and repairs to transfer switches.**

- Check 24-volt relays
- Check fuses.
- Check heaters.
- Check low/high voltage lugs for tightness.
- Check for controls and control panels
- Repair, replace any components, parts as needed.

| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | | | PM 1 is performed semi-annually | Includes all service level one (PM1) inspections- PM2 is performed annually | Includes all items under PM 1 & 2 with additional items of inspection and maintenance |
| | Overall | Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Additional charges may apply.) | X | X | X |
| | System Exercising | Generator Operation offline.<br>Generator Operation online with ATS in the emergency position | X | X | X |
| ***Cooling system*** | | | | | |
| | Radiator/heater exchanger | Visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly. | X | X | X |
| | Coolant | Visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces. | X | X | X |
| | | Flush radiator and replace coolant | | | X |
| | Hoses and connectio | Visual inspection of all hoses for deterioration. Check tightness of all hose connections. | X | X | X |
| | | Replace hoses | | | X |

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| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | Fan | Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance. | X | X | X |
| | Fan belts | Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary. | X | X | X |
| | Jacket water heater | Replace fan belts | | | X |
| | | Inspect for proper operation. Check thermostat setting for proper coolant temperature. | X | X | X |
| | | Replace thermostat and heater | | | X |
| | Water pump | Visual and operational. Inspection for leaks or unusual noises. | X | X | X |
| ***Fuel system*** | | | | | |
| | Fuel tank | Visually inspects fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants. | X | X | X |
| | Water trap/separator | Drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections. | X | X | X |
| | Line brackets. | Check line brackets. | X | X | X |
| | Governor and control | Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary. | X | X | X |
| | Fuel filters-Primary/secondary | Inspect for damage, leaks, and proper operations. Clean primary filter screen. | X | X | X |
| | Fuel filter | Replace filter. Inspect for proper sealing and operation. | | X | X |
| | Fuel pressure | Operations check of gauge for correct pressure. | X | X | X |
| | Fuel lines and connections | Inspect for tight connections. Check line brackets. | X | X | X |
| ***Air induction and exhaust system*** | | | | | |
| | Air filter | Service indicator-note reading. Inspect for proper operation. Reset indicator | X | X | X |
| | | Inspect. Clean as necessary | X | X | X |
| | | Replace air filter element | | | X |
| | Air inlet system | Inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets. | X | X | X |

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| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | Turbocharger | Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation. | X | X | X |
| | Turbocharger | Inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises. | | X | X |
| | Exhaust manifold | Inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note- load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply). | X | X | X |
| | Exhaust system | Inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections. | X | X | X |
| | Valve adjustment | Check and adjust valves as necessary. | | X | X |
| | Valve rotators | Operational inspection to ensure proper valve rotation. | | X | X |
| ***Lube oil system*** | | | | | |
| | Oil level | Inspect for correct oil level and contamination. Visually inspect unit for leaks. | X | X | X |
| | Oil pressure | Operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump. | X | X | X |
| | Crankcase breather | Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by. | X | X | X |
| | Crankcase breather | Inspect and clean. | | X | X |
| | Scheduled oil sample | Obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines. | | X | X |
| | Oil and filters | Change. Inspect all gaskets and seals. Cut open old filter for internal inspection. | | X | X |
| | Oil Pumps | Clean oil pumps | | | X |
| ***Starting system*** | | | | | |
| | Batteries | Inspect for damage or leakage. Clean and tighten all battery cable connections. | X | X | X |
| | | Specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary. | X | X | X |
| | | Replace batteries, battery cables | | | X |
| | Battery charger | Inspect for proper operation, loose terminals, and deteriorated wiring. | X | X | X |

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| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | | Replace battery charger | | | X |
| | Starting motor | Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises. | X | X | X |
| | Alternator | Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output. | X | X | X |
| | | Replace belts | | | X |
| | Ignition system | Check for proper operation. Tune engine as necessary. | | X | X |
| | | Replace spark plugs, glow plugs, injectors | | | X |
| ***Engine monitors and safety controls*** | | | | | |
| | Safety controls | Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation. | X | X | X |
| | Remote annunciators and alarms | Inspect and test all panel and system alarms for proper operation. | X | X | X |
| | Gauge accuracy | Check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency). | | X | X |
| | | Replace gauges | | | X |
| ***Generator*** | | | | | |
| | Generator rear bearing | Lubricate | | X | X |
| | Vibration isolators | Check for proper adjustment and condition. | | X | X |
| ***Power generator*** | | | | | |
| | Slip rings and brushes | Remove and inspect brushes, clean slip rings. Adjust as necessary. | X | X | X |
| | Space heaters | Inspect for proper operation | X | X | X |
| ***Control panel*** | | | | | |
| | Start controls-Manual/ Auto | Operational check for proper operation. Check automatic start. | X | X | X |
| | Voltmeter | Operational check for correct readings. Check voltage. | X | X | X |
| | | Level, voltage gain, and voltage drop adjustment. | X | X | X |
| | Ammeter | Operational check for correct readings, if load is available. Frequency meter-operational check for correct readings. Load and No load readings if possible. | X | X | X |

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| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | Automatic transfer switch- and see below | Clean, inspect and test for proper operation. | X | X | X |
| | | Measure voltage drop across contacts. | | X | X |
| | Circuit breakers | Inspect free movement and tight connections. | | X | X |
| | Mechanical linkage | Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean. | | X | X |
| | Other | Replace relays, switches, fuses and breakers | | | X |
| | | Connect Cat ET or other brand software where applicable and record all events and clear memory | | | X |
| ***Gas (or other types of fuel) engines*** | | | | | |
| | Carburetor and linkage | Inspect for proper operation, free of binding. | X | X | X |
| | Carburetor | Check operation, air/fuel ratio, and differential pressure. Adjust as necessary. | | X | X |
| | Linkage | Lubricate linkage | | X | X |
| | Magneto/distributor and ignition system | Check condition of ignition wires. Check magneto/distributor operation. | X | X | X |
| | Spark plugs | Gap and clean. | | X | X |
| | Fuel lines and connections | Inspect for tight connections. Check line brackets. | | | X |
| ***Miscellaneous*** | | | | | |
| | | Replace all clamps, belts, hoses, gauges, etc. | | | X |
| ***Transfer Switch*** | | | | | |
| | | Check 24-volt relays | X | X | X |
| | | Check fuses | X | X | X |
| | | Check heaters | X | X | X |
| | | Check low/high voltage lugs for tightness | X | X | X |
| | | Check for controls and control panels | X | X | X |
| | | Repair: replace any components, parts as needed. | X | X | X |

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**K. Installation of replacement or new Generators:**
This price agreement will provide for the replacement or upgrade of existing generators, as well as the installation of new generators. To include all parts and accessories required to complete installation of those units.

**Additional bid and scope information:**
Coolant samples, fuel samples and oil samples will need to be collected and tested when required per NFPA 110/ASTM 110 maintenance guidelines.

A list of all gensets will not be provided. This statewide price agreement can be used by any government entity in New Mexico, so all types of generators can be covered. That is why the list of manufacturers that you service is being **requested.**

When the Agency/Governmental entity signs you up for actual PM3 for that generator, they will be given the option to replace all of the components or only a few of the components on an individual basis.

Do not include mileage in the cost of service. It is a separate item 044. An employee's 'windshield time' will be included in the cost of service.

All work shall be performed in accordance with all applicable New Mexico Building Codes. The awarded contractor shall be fully responsible to obtain all permits associated with this work as required by the State of New Mexico, Construction Industries Division or the local authority having jurisdiction (AHJ). The CID is the jurisdictional authority for permits in state buildings and will serve as the code inspecting authority on work for state buildings. The contractor shall request all appropriate inspections in appropriate time frames.
The CID/AHJ has the right to stop any work being formed that is not in compliance with applicable New Mexico Building Codes or City/County Building codes and may direct the Contractor to perform corrective action as needed.

The cost for any building permits will be in addition to the prices set forth in this Price Agreement. Contractor to include an estimate for the cost of the permit in any quotation provided.

Subcontractors are allowed on this State Price Agreement. If their services are not specifically listed in the price list, a detailed description of the services that the Subcontractor is providing will need to be submitted along with the vendor's quote. The use of a subcontractor must have prior approval as well as the named subcontractor. If the Agency objects to the use of a particular named contractor, the Contractor shall propose another one that is acceptable to the Agency. No Markup is allowed on subcontractors.

**General Overhead** and Profit on the Contractor's self-performed work is not allowable as a separate line item.
If special equipment is required to perform the work required in a project/repair, the Contractor may bill for the cost of said equipment, at the actual cost of renting the equipment. Invoices will be attached to billing in order for payment to be approved. The contractor will notify the user Agency of the need to rent equipment.

Backup Portable Generators: The cost of fuel as needed for backup portable generators (or the existing generator) is an allowable expense under this contract. It will be added based on an estimated cost and invoiced on the exact cost. When a backup portable generator is brought in, the initial fuel will be provided. Cabling will also be provided. The exact length of the cabling will vary from project to project. The delivery fee is included in the bid rental amount but is based on the assumption that a local source for the portable generator is found. If the portable generator has to come from out of state or a long distance, there will be an add on allowed for those cases. The extra charge for a separate crane for setup will be estimated and invoiced at the cost of crane rental.

Certificate of insurance is required. Per NMSA 1978 13-4-18, Performance and Materials and Payment Bonds are required for projects over $25,000 and is an allowable added expense with no markup.

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Overnight shipping may be requested by authorized personnel for priority repair needs. Overnight shipments to be made upon approval by authorized personnel only. The Agency will not accept charges for overnight shipping if prior approval has not been obtained from Agency authorized personnel. Shipping charges incurred to meet the needs of the Agency will be acquired at the best obtainable price.

Mileage is allowable based on the bid rate per mile. It will be calculated using the Rand McNally map from point to point from the service base to the job site using the shortest route. The first 20 miles to/from will not be figured into the calculation: only the excess over 20 miles. If a prolonged stay is required, per diem for lodging and meals is only allowable at the State rate. Trip charges that are the result of the installer/repairer neglecting to bring the known needed materials/parts will not be allowed.

If the replacement or repair is of sufficient travel length that it makes sense to stay in the area rather than incur mileage to return daily to the contractor's base site, then per diem charges are allowable for up to $85 per day per person. This would include lodging and meals. **Receipts may be required for invoicing**.

The awarded contractor will be required to abide by all rules and regulations associated with these institutions. Service technicians may be required to enter areas in which he/she will be exposed to clients which could be inmates at Correctional Facilities.

The Agency will not be held responsible for injury to vendor personnel or damage to vendor equipment.

The State reserves the right to terminate this price agreement at any time without notice if repair service, response time and/or institution rules are not adhered to.

**Contractor's Warranty**:
Contractor shall provide a One-Year Labor warranty for major replacements, beginning from the date of final payment. Materials warranty will be limited to new materials installed as part of the work. Material warranties will not apply to any rebuilt or reused materials or parts. Materials warranties will follow the manufacturer's warranty period. Repairs shall be warranted for 90 days.

**Manufacturer's Warranty**:
When available, the Contractor will provide extended manufacturer's warranties for materials installed by this Price Agreement.

**Insurance**:
Contractor shall provide all insurance necessary for employees on the work site, including but not limited to Workman's Compensation Insurance.

Contractor shall indemnify and hold harmless the State of New Mexico, its Officers, and employees against liability claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from Contractor's and / or its employees, own neglect act(s) or omission(s) while Contractor, and / or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4-1, et seq., NMSA 1978 comp) and Section 57-7-1 NMSA, 1978 Comp., and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit(s) for wrongful death(s) bodily and / or personal injury(ies) to person(s), damages to property(ies) and / or any other claim(s) whatsoever pursuant to the provisions of this Price Agreement.

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The Contractor shall provide Public Liability Insurance for the minimum amount of $100,000 for damage to or destruction of property arising out of each occurrence. The amount of $300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act, and $500,000 for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.
The contractor agrees to comply with state laws and rules pertaining to commercial general liability insurance, auto insurance and workers' compensation insurance coverage for its employees. If contractor fails to comply with the workers' compensation act and applicable rules when required to do so, the contract may be canceled effective immediately. Upon award of a project/repair, the contractor shall provide the user Agency with their insurance certificates.

**Bidders shall provide pricing for:**
SEE ATTACHED BID FORM.
In general, it includes:
Cost for PM 1 Service.
Cost for PM 2 Service.
Cost for PM 3 Service.
Hourly rate for service/repair, portal to portal, normal working hours
Hourly rate for emergency service/repair, portal to portal, non- working hours, to include weekends and holidays.
Rate for load test.
Discount % replacement parts on non-specific brands from most current house or trade service price schedules or vendor catalog.
Rental charges for portable backup generator(s)
Electrical Work related to ATS and hookup of the rental generator.
Discount % of new or replacement Generators from most current publicly available retail pricing.

**Method of Award:**
Multiple contractors may be chosen--- Both Electricians and Generator Servicers.
It is not required to bid on every item.

**Escalation/Reduction Clause:**
In the event of a labor rate increase, an escalation request will be reviewed by the State Purchasing Division on an individual basis. Labor rate increases will only be allowed with verified rate increases mandated by Unions or by the Department of Workforce Solutions Wage Rate Decision increases. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

**Supply the following for an escalation/reduction:**
1. Beginning Wage Rate Determination at the time of award.
2. New Wage Rate Determination at the time of escalation request.
3. Or Union documentation showing increase or decrease.

**Tax Note:**
Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

*****End of Specifications*****

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**Items:**

| Awarded Vendor | Vendor Name |
|---|---|
| (AA) 0000178054 | B&S Power Services, Inc. |
| (AB) 0000049954 | Great Western Electrical, Inc. |
| (AC) 0000048410 | Hal Burns Truck & Equipment Service LLC |
| (AD) 0000178572 | Harmon Service Co., LLC |
| (AE) 0000009902 | TRACS Power Generation LLC |
| (AF) 0000045306 | Wagner Equipment Co |

| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| **Generators Under 50 KW** | | | | |
| 1 | Each | Preventative Maintenance 1 - Price Per Inspection | | |
| | | | $156.25 | (AA) |
| | | | $701.50 | (AC) |
| | | | $1,035.00 | (AD) |
| | | | $4,120.00 | (AE) |
| | | | $330.00 | (AF) |
| 2 | Each | Preventative Maintenance 2 - Price Per Inspection | | |
| | | | $275.00 | (AA) |
| | | | $1,161.50 | (AC) |
| | | | $1,750.00 | (AD) |
| | | | $8,845.00 | (AE) |
| | | | $750.00 | (AF) |
| 3 | Each | Preventative Maintenance 3 - Price Per Inspection | | |
| | | | $450.00 | (AA) |
| | | | $4,715.00 | (AC) |
| | | | $3,645.00 | (AD) |
| | | | $11,220.00 | (AE) |
| | | | $2,450.00 | (AF) |
| 4 | Each | Monthly Load Test - Price Per Test | | |
| | | | $125.00 | (AA) |
| | | | $517.50 | (AC) |
| | | | $1,035.00 | (AD) |
| | | | $330.00 | (AE) |
| | | | $330.00 | (AF) |
| 5 | Each | Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test | | |
| | | | $425.00 | (AA) |
| | | | $977.50 | (AC) |
| | | | $1,370.00 | (AD) |
| | | | $657.50 | (AE) |
| | | | $660.00 | (AF) |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 6 | Each | Extended Load Bank Test - (4 hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test | | |
| | | | $625.00 | (AA) |
| | | | $1,307.50 | (AC) |
| | | | $1,990.00 | (AD) |
| | | | $897.50 | (AE) |
| | | | $1,150.00 | (AF) |
| 7 | Each | Rental of Portable Backup Generator - Price Per Week | | |
| | | | $950.00 | (AA) |
| | | | $1,600.00 | (AB) |
| | | | $2,860.00 | (AE) |
| | | | $879.00 | (AF) |
| 8 | Each | Rental of Portable Backup Generator - Price Per Month | | |
| | | | $3,500.00 | (AA) |
| | | | $4,662.00 | (AB) |
| | | | $4,760.00 | (AE) |
| | | | $2,637.00 | (AF) |
| 9 | Each | Collection and testing of coolant sample using appropriate ASTM standards. | | |
| | | | $75.00 | (AA) |
| | | | $194.00 | (AC) |
| | | | $140.00 | (AD) |
| | | | $70.00 | (AE) |
| | | | $50.00 | (AF) |
| 10 | Each | Collection and testing of oil sample using appropriate ASTM standards. | | |
| | | | $75.00 | (AA) |
| | | | $128.00 | (AC) |
| | | | $100.00 | (AD) |
| | | | $45.00 | (AE) |
| | | | $50.00 | (AF) |
| 11 | Each | Collection and testing of fuel sample using appropriate ASTM standards. | | |
| | | | $105.00 | (AA) |
| | | | $199.00 | (AC) |
| | | | $200.00 | (AD) |
| | | | $265.00 | (AE) |
| | | | $150.00 | (AF) |
| Generators 50 KW to 150 KW | | | | |
| 12 | Each | Preventative Maintenance 1 - Price Per Inspection | | |
| | | | $187.50 | (AA) |
| | | | $701.50 | (AC) |
| | | | $1,095.00 | (AD) |
| | | | $4,120.00 | (AE) |
| | | | $495.00 | (AF) |
| | | | | |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 13 | Each | Preventative Maintenance 2 - Price Per Inspection | | |
| | | | $375.00 | (AA) |
| | | | $1,380.00 | (AC) |
| | | | $2,250.00 | (AD) |
| | | | $9,920.00 | (AE) |
| | | | $1,350.00 | (AF) |
| 14 | Each | Preventative Maintenance 3 - Price Per Inspection | | |
| | | | $450.00 | (AA) |
| | | | $6,210.00 | (AC) |
| | | | $5,505.00 | (AD) |
| | | | $12,720.00 | (AE) |
| | | | $3,450.00 | (AF) |
| 15 | Each | Monthly Load Test - Price Per Test | | |
| | | | $125.00 | (AA) |
| | | | $517.50 | (AC) |
| | | | $1,035.00 | (AD) |
| | | | $330.00 | (AE) |
| | | | $330.00 | (AF) |
| 16 | Each | Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test | | |
| | | | $550.00 | (AA) |
| | | | $1,161.50 | (AC) |
| | | | $1,470.00 | (AD) |
| | | | $952.50 | (AE) |
| | | | $750.00 | (AF) |
| 17 | Each | Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test | | |
| | | | $750.00 | (AA) |
| | | | $1,491.50 | (AC) |
| | | | $2,040.00 | (AD) |
| | | | $1,192.50 | (AE) |
| | | | $1,150.00 | (AF) |
| 18 | Each | Rental of Portable Backup Generator - Price Per Week | | |
| | | | $2,175.00 | (AA) |
| | | | $2,690.00 | (AB) |
| | | | $3,460.00 | (AE) |
| | | | $1,491.00 | (AF) |
| 19 | Each | Rental of Portable Backup Generator - Price Per Month | | |
| | | | $5,575.00 | (AA) |
| | | | $8,046.00 | (AB) |
| | | | $6,760.00 | (AE) |
| | | | $4,474.00 | (AF) |
| 20 | Each | Collection and testing of coolant sample using appropriate ASTM 110 standards. | | |
| | | | $75.00 | (AA) |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 20 continued* | | |
| | | | **$194.00** | **(AC)** |
| | | | **$140.00** | **(AD)** |
| | | | **$70.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **21** | **Each** | **Collection and testing of oil sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$128.00** | **(AC)** |
| | | | **$100.00** | **(AD)** |
| | | | **$45.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **22** | **Each** | **Collection and testing of fuel sample using appropriate ASTM 110 standards.** | | |
| | | | **$105.00** | **(AA)** |
| | | | **$199.00** | **(AC)** |
| | | | **$200.00** | **(AD)** |
| | | | **$265.00** | **(AE)** |
| | | | **$150.00** | **(AF)** |
| **Generators Over 150 KW to 500 KW** | | | | |
| **23** | **Each** | **Preventative Maintenance 1 - Price Per Inspection** | | |
| | | | **$250.00** | **(AA)** |
| | | | **$701.50** | **(AC)** |
| | | | **$1,150.00** | **(AD)** |
| | | | **$4,860.00** | **(AE)** |
| | | | **$495.00** | **(AF)** |
| **24** | **Each** | **Preventative Maintenance 2 - Price Per Inspection** | | |
| | | | **$775.00** | **(AA)** |
| | | | **$1,828.50** | **(AC)** |
| | | | **$2,950.00** | **(AD)** |
| | | | **$11,850.00** | **(AE)** |
| | | | **$2,450.00** | **(AF)** |
| **25** | **Each** | **Preventative Maintenance 3 - Price Per Inspection** | | |
| | | | **$520.00** | **(AA)** |
| | | | **$13,777.00** | **(AC)** |
| | | | **$6,450.00** | **(AD)** |
| | | | **$14,850.00** | **(AE)** |
| | | | **$6,950.00** | **(AF)** |
| **26** | **Each** | **Monthly Load Test - Price Per Test** | | |
| | | | **$125.00** | **(AA)** |
| | | | **$517.50** | **(AC)** |
| | | | **$1,095.00** | **(AD)** |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 26 Continued* | | |
| | | | **$330.00** | **(AE)** |
| | | | **$330.00** | **(AF)** |
| **27** | **Each** | **Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test** | | |
| | | | **$675.00** | **(AA)** |
| | | | **$1,782.50** | **(AC)** |
| | | | **$1,845.00** | **(AD)** |
| | | | **$1,775.00** | **(AE)** |
| | | | **$1,450.00** | **(AF)** |
| **28** | **Each** | **Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test** | | |
| | | | **$875.00** | **(AA)** |
| | | | **$2,112.50** | **(AC)** |
| | | | **$2,615.00** | **(AD)** |
| | | | **$2,015.00** | **(AE)** |
| | | | **$1,750.00** | **(AF)** |
| **29** | **Each** | **Rental of Portable Backup Generator - Price Per Week** | | |
| | | | **$4,275.00** | **(AA)** |
| | | | **$6,650.00** | **(AB)** |
| | | | **$5,280.00** | **(AE)** |
| | | | **$3,557.00** | **(AF)** |
| **30** | **Each** | **Rental of Portable Backup Generator - Price Per Month** | | |
| | | | **$11,500.00** | **(AA)** |
| | | | **$19,950.00** | **(AB)** |
| | | | **$9,780.00** | **(AE)** |
| | | | **$10,670.00** | **(AF)** |
| **32** | **Each** | **Collection and testing of coolant sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$194.00** | **(AC)** |
| | | | **$140.00** | **(AD)** |
| | | | **$70.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **33** | **Each** | **Collection and testing of oil sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$128.00** | **(AC)** |
| | | | **$100.00** | **(AD)** |
| | | | **$45.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **34** | **Each** | **Collection and testing of fuel sample using appropriate ASTM 110 standards.** | | |
| | | | **$105.00** | **(AA)** |
| | | | **$199.00** | **(AC)** |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 34 Continued* | | |
| | | | **$200.00** | **(AD)** |
| | | | **$265.00** | **(AE)** |
| | | | **$150.00** | **(AF)** |
| **Generators Over 500 KW to 1000 K** | | | | |
| **35** | **Each** | **Preventative Maintenance 1 - Price Per Inspection** | | |
| | | | **$250.00** | **(AA)** |
| | | | **$793.50** | **(AC)** |
| | | | **$1,265.00** | **(AD)** |
| | | | **$5,270.00** | **(AE)** |
| | | | **$660.00** | **(AF)** |
| **36** | **Each** | **Preventative Maintenance 2 - Price Per Inspection** | | |
| | | | **$1,525.00** | **(AA)** |
| | | | **$2,702.50** | **(AC)** |
| | | | **$3,650.00** | **(AD)** |
| | | | **$12,620.00** | **(AE)** |
| | | | **$3,450.00** | **(AF)** |
| **37** | **Each** | **Preventative Maintenance 3 - Price Per Inspection** | | |
| | | | **$520.00** | **(AA)** |
| | | | **$23,575.00** | **(AC)** |
| | | | **$9,950.00** | **(AD)** |
| | | | **$18,490.00** | **(AE)** |
| | | | **$11,500.00** | **(AF)** |
| **38** | **Each** | **Monthly Load Test - Price Per Test** | | |
| | | | **$125.00** | **(AA)** |
| | | | **$517.00** | **(AC)** |
| | | | **$1,150.00** | **(AD)** |
| | | | **$330.00** | **(AE)** |
| | | | **$330.00** | **(AF)** |
| **39** | **Each** | **Standard Load Bank Test (1.5 to 2 hours max) Price Per Test** | | |
| | | | **$1,250.00** | **(AA)** |
| | | | **$3,277.50** | **(AC)** |
| | | | **$3,670.00** | **(AD)** |
| | | | **$3,490.00** | **(AE)** |
| | | | **$1,950.00** | **(AF)** |
| **40** | **Each** | **Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test** | | |
| | | | **$1,450.00** | **(AA)** |
| | | | **$3,607.50** | **(AC)** |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 40 Continued* | | |
| | | | **$4,415.00** | **(AD)** |
| | | | **$3,970.00** | **(AE)** |
| | | | **$2,450.00** | **(AF)** |
| **41** | **Each** | **Rental of Portable Backup Generator - Price Per Week** | | |
| | | | **$10,200.00** | **(AB)** |
| | | | **$5,538.00** | **(AF)** |
| **42** | **Each** | **Rental of Portable Backup Generator - Price Per Month** | | |
| | | | **$30,600.00** | **(AB)** |
| | | | **$16,614.00** | **(AF)** |
| **43** | **Each** | **Collection and testing of coolant sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$194.00** | **(AC)** |
| | | | **$140.00** | **(AD)** |
| | | | **$70.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **44** | **Each** | **Collection and testing of oil sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$128.00** | **(AC)** |
| | | | **$100.00** | **(AD)** |
| | | | **$45.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **45** | **Each** | **Collection and testing of fuel sample using appropriate ASTM 110 standards.** | | |
| | | | **$105.00** | **(AA)** |
| | | | **$199.00** | **(AC)** |
| | | | **$200.00** | **(AD)** |
| | | | **$265.00** | **(AE)** |
| | | | **$150.00** | **(AF)** |
| | | **Generators Over 1000 KW** | | |
| **46** | **Each** | **Preventative Maintenance 1 - Price Per Inspection** | | |
| | | | **$250.00** | **(AA)** |
| | | | **$793.50** | **(AC)** |
| | | | **$1,265.00** | **(AD)** |
| | | | **$5,770.00** | **(AE)** |
| | | | **$660.00** | **(AF)** |
| **47** | **Each** | **Preventative Maintenance 2 - Price Per Inspection** | | |
| | | | **$2,725.00** | **(AA)** |
| | | | **$2,702.50** | **(AC)** |
| | | | **$4,050.00** | **(AD)** |
| | | | **$15,620.00** | **(AE)** |
| | | | **$6,250.00** | **(AF)** |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 48 | Each | Preventative Maintenance 3 - Price Per Inspection | | |
| | | | $520.00 | (AA) |
| | | | $22,885.00 | (AC) |
| | | | $15,000.00 | (AD) |
| | | | $21,240.00 | (AE) |
| | | | $21,000.00 | (AF) |
| 49 | Each | Monthly Load Test - Price Per Test | | |
| | | | $125.00 | (AA) |
| | | | $793.50 | (AC) |
| | | | $1,320.00 | (AD) |
| | | | $330.00 | (AE) |
| | | | $330.00 | (AF) |
| 50 | Each | Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test | | |
| | | | $1,525.00 | (AA) |
| | | | $4,232.00 | (AC) |
| | | | $3,920.00 | (AD) |
| | | | $4,725.00 | (AE) |
| | | | $3,950.00 | (AF) |
| 51 | Each | Extended Load Bank Test - (4 hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test | | |
| | | | $1,725.00 | (AA) |
| | | | $4,562.00 | (AC) |
| | | | $4,665.00 | (AD) |
| | | | $5,205.00 | (AE) |
| | | | $4,750.00 | (AF) |
| 52 | Each | Rental of Portable Backup Generator - Price Per Week | | |
| | | | $19,230.00 | (AB) |
| | | | $10,972.00 | (AF) |
| 53 | Each | Rental of Portable Backup Generator - Price Per Month | | |
| | | | $57,600.00 | (AB) |
| | | | $32,760.00 | (AF) |
| 54 | Each | Collection and testing of coolant sample using appropriate ASTM 110 standards. | | |
| | | | $75.00 | (AA) |
| | | | $194.00 | (AC) |
| | | | $140.00 | (AD) |
| | | | $70.00 | (AE) |
| | | | $50.00 | (AF) |
| 55 | Each | Collection and testing of oil sample using appropriate ASTM 110 standards. | | |
| | | | $75.00 | (AA) |
| | | | $128.00 | (AC) |
| | | | $100.00 | (AD) |
| | | | $45.00 | (AE) |
| | | | $50.00 | (AF) |
| | | | | |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 56 | Each | Collection and testing of fuel sample using appropriate ASTM 110 standards. | | |
| | | | $105.00 | (AA) |
| | | | $199.00 | (AC) |
| | | | $200.00 | (AD) |
| | | | $265.00 | (AE) |
| | | | $150.00 | (AF) |
| | | Items Applicable to all capacity Generators | | |
| 57 | Hour | Journeyman - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $125.00 | (AA) |
| | | | $130.00 | (AB) |
| | | | $115.00 | (AD) |
| | | | $120.00 | (AE) |
| | | | $166.00 | (AF) |
| 58 | Hour | Laborer - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $90.00 | (AB) |
| | | | $165.00 | (AC) |
| | | | $110.00 | (AE) |
| | | | $166.00 | (AF) |
| 59 | Hour | Journeyman- after hours/ holiday/ weekends | | |
| | | | $165.00 | (AA) |
| | | | $170.00 | (AB) |
| | | | $155.00 | (AD) |
| | | | $180.00 | (AE) |
| | | | $211.00 | (AF) |
| 60 | Hour | Laborer- after hours/ holiday/ weekends | | |
| | | | $120.00 | (AB) |
| | | | $185.00 | (AC) |
| | | | $165.00 | (AE) |
| | | | $211.00 | (AF) |
| 61 | Hour | Electrician Journeyman - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $100.00 | (AB) |
| | | | $160.00 | (AE) |
| | | | $115.00 | (AF) |
| 62 | Hour | Electrician Apprentice - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $75.00 | (AB) |
| | | | $150.00 | (AE) |
| | | | $90.00 | (AF) |
| 63 | Hour | Electrician Journeyman -after hours/ holiday/ weekends | | |
| | | | $130.00 | (AB) |
| | | | $240.00 | (AE) |
| | | | $221.00 | (AF) |
| 64 | Hour | Electrician Apprentice -after hours/ holiday/ weekends | | |
| | | | $95.00 | (AB) |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 64 Continued* | | |
| | | | **$225.00** | **AE** |
| | | | **$169.00** | **AF** |
| **65** | **Mile** | **Price Per Mile- In Excess of 20 miles (40 miles round trip) from shop to site per mapquest.com** | | |
| | | | **$1.50** | **(AA)** |
| | | | **$2.00** | **(AB)** |
| | | | **$3.00** | **(AC)** |
| | | | **$2.00** | **(AD)** |
| | | | **$2.00** | **(AE)** |
| | | | **$4.00** | **(AF)** |
| **66** | **Gallon** | **Cost to fill generator with fuel per gallon (if needed)** | | |
| | | | **$8.00** | **(AB)** |
| | | | **$7.20** | **(AC)** |
| | | | **$7.00** | **(AE)** |
| | | | **$7.00** | **(AF)** |
| **67** | **%** | **Replacement Parts--discount off retail** | | |
| | | | **2%** | **(AA)** |
| | | | **0%** | **(AB)** |
| | | Baldwin 5%, Interstate 5%, Carquest 15%, NAPA 15% | **5-15%** | **(AC)** |
| | | | **5%** | **(AE)** |
| | | | **0%** | **(AF)** |
| **68** | **%** | **New/Replacement Generators--discount off retail** | | |
| | | | **0%** | **(AB)** |
| | | | **0%** | **(AE)** |
| | | | **0%** | **(AF)** |

***** 68 Awarded Items Total *****

DocuSign

## Certificate Of Completion

Envelope Id: 265D037D23F64FC78C0AF0281E7A3FA1
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-23-00045
Source Envelope:
Document Pages: 31
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.63.2

## Record Tracking

Status: Original
2/23/2024 7:45:32 AM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Tami Concha<br>Tami.Concha@gsd.nm.gov<br>Const. Supervisor<br>New Mexico General Services, State Purchasing Division<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | JC<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 2/23/2024 7:52:45 AM<br>Viewed: 2/23/2024 7:56:38 AM<br>Signed: 2/23/2024 7:57:12 AM |
| James Ortega<br>james.ortega@gsd.nm.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 10/24/2022 4:00:52 PM<br>ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35 | JO<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 2/23/2024 7:57:15 AM<br>Viewed: 2/23/2024 7:57:53 AM<br>Signed: 2/23/2024 7:58:51 AM |
| Natalie Martinez<br>natalie.martinez1@gsd.nm.gov<br>Deputy Director<br>New Mexico General Services<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | Natalie Martinez<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 2/23/2024 7:58:55 AM<br>Viewed: 2/23/2024 10:02:30 AM<br>Signed: 2/23/2024 10:03:11 AM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 2/23/2024 7:52:45 AM |
| Certified Delivered | Security Checked | 2/23/2024 10:02:30 AM |
| Signing Complete | Security Checked | 2/23/2024 10:03:11 AM |
| Completed | Security Checked | 2/23/2024 10:03:11 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

# B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

# C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

# D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

# E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

# F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

# G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

# H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

# I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

# J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

# K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| USI Insurance Services, LLC<br>4600 S. Ulster Street, Suite 1200<br>Denver, CO 80237<br>800 873-8500 | PHONE (A/C, No, Ext): 800 873-8500 | FAX (A/C, No): |
| | E-MAIL ADDRESS: den.contractors@usi.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Zurich American Insurance Company | 16535 |
| INSURER B : Travelers Property Cas. Co. of America | 25674 |
| INSURER C : Twin City Fire Insurance Company | 29459 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Wagner Equipment Co.
Wagner Rents, Inc.
PO Box 17620
Denver, CO 80217

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT X LOC<br>OTHER: | X | X | GLO819637217 | 03/01/2024 | 03/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X Drive Oth Car | X | X | BAP819637117 | 03/01/2024 | 03/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $5,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10,000 | X | X | CUP2W63393924NF | 03/01/2024 | 03/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br> | $10,000,000<br>$10,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC819637318 | 03/01/2024 | 03/01/2025 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | Crime - Client's Property Off Premises | | | 34KB033512024 | 03/01/2024 | 03/01/2025 | $1,000,000 Limit<br>$25,000 Deductible | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability
Insurer: Federal Insurance Company
Policy Number: 93644162 Effective 03/01/2024 to 03/01/2025
Limits: $15,000,000 Each Occurrence / $15,000,000 Aggregate

(See Attached Descriptions)

**CERTIFICATE HOLDER**

Evidence of Coverage

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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# DESCRIPTIONS (Continued from Page 1)

**Excess Liability**
**Insurer: Great American Insurance Company**
**Policy Number: TUE405729017 Effective: 03/01/2024 to 03/01/2025**
**Limits: $25,000,000 Each Occurrence / $25,000,000 Aggregate**

**For Informational Purposes Only.**

# WAGNER PACKET swpa_

Final Audit Report 2024-11-25

| | |
|---|---|
| Created: | 2024-11-25 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Canceled / Declined |
| Transaction ID: | CBJCHBCAABAAGofBkTYmYXJ3L6VaQ2NFF7qW56OKTg9x |

## "WAGNER PACKET swpa_" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-02-23 - 5:05:03 PM GMT- IP address: 97.182.23.177

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-25 - 2:58:19 PM GMT- IP address: 97.182.23.177

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-25 - 3:01:28 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-25 - 6:50:13 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-25 - 6:50:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-25 - 6:50:47 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-11-25 - 9:35:47 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: City of SF should be the certificate holder on the COI.
2024-11-25 - 9:37:53 PM GMT- IP address: 63.232.20.2

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Client#: 1082534 WAGNEEQU1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| USI Insurance Services, LLC<br>4600 S. Ulster Street, Suite 1200<br>Denver, CO 80237<br>800 873-8500 | PHONE (A/C, No, Ext): 800 873-8500 | FAX (A/C, No): |
| | E-MAIL ADDRESS: @usi.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Zurich American Insurance Company | 16535 |
| INSURER B : Travelers Property Cas. Co. of America | 25674 |
| INSURER C : Federal Insurance Company | 20281 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Wagner Equipment Co.
Wagner Rents, Inc.
PO Box 17620
Denver, CO 80217

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT X LOC<br>OTHER: | X | X | GLO819637217 | 03/01/2024 | 03/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X Drive Oth Car | X | X | BAP819637117 | 03/01/2024 | 03/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $5,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10,000 | X | X | CUP2W63393924NF | 03/01/2024 | 03/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br> | $10,000,000<br>$10,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC819637318 | 03/01/2024 | 03/01/2025 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | Excess Liability | X | X | 93644162 | 03/01/2024 | 03/01/2025 | $15,000,000 Ea Occur<br>$15,000,000 Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability
Insurer: Great American Insurance Company
Policy Number: TUE405729017 Effective: 03/01/2024 to 03/01/2025
Limits: $25,000,000 Each Occurrence / $25,000,000 Aggregate

(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504-0000

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# DESCRIPTIONS (Continued from Page 1)

**RE: 2007 Kenworth T800 #206839**

**As required by written contract or written agreement, the Certificate Holder (City of Santa Fe) is included as Additional Insured under General Liability as their interest may appear with respect to the scheduled/leased/rented equipment per required by Contract or written Agreement.**

# WAGNER PACKET swpa_ (2) (1)

Final Audit Report 2024-11-26

| | |
|---|---|
| Created: | 2024-11-26 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAiL1RuOrPB2sxQ0vAHJDlGhkM-dNoq8w6 |

## "WAGNER PACKET swpa_ (2) (1)" History

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Agreement completed.
2024-11-26 - 6:12:22 PM GMT

CITY OF SANTA FE

**Date:** October 24, 2024

**To:** Governing Body, Finance Committee, and Public Works & Utilities Committee

**From:** P. Fred Heerbrandt, P.E., Engineer Supervisor FH

**Via:** John Dupuis, Public Utilities Department Director JD

**Subject:** Hazen and Sawyer Operational Support Contract Amendment #1

**Vendor Name:** Hazen and Sawyer

**Munis Vendor Number:** 7789

---

**ITEM AND ISSUE:**

Public Utilities Department/Wastewater respectfully requests your review and approval of an Amendment #1 to contract #3204638 with Hazen and Sawyer for an Emergency Service. Amendment #1 increases the amount of compensation by $2,666,930.00 that will expand existing tasks within the original scope of work. The total compensation will not exceed $5,384,930.00 including gross receipt tax for a term of 3 years.

**CONTRACT NUMBER:**

The FY24 Munis contract number is 3204638

**BACKGROUND AND SUMMARY:**

The Wastewater Management (WWM) Division is requesting approval of Amendment #1 to expand three existing tasks withing the existing contract scope of work, which includes compiling and Asset Inventory and Condition Assessment, Production of a Digital Twin Process Model, and additional On-site Operational Support. The original contract was executed to respond to an Administrative Order issued by US EPA and NMED, due to the discharge of inadequately treated wastewater. The original contract was approved on April 4, 2024 as and Emergency, Item #24-0299.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

**Chief Procurement Officer (CPO) / Designee:** Travis Dutton-Leyda **Date:** Nov 22, 2024
**CPO Comment/Exceptions:** _____

**FUNDING SOURCE:**

**Fund Name/Number:** WWM Enterprise Fund/Fund 500

**Munis Org Name/Number:** CIP//5000375

**Munis Object Name/Number:** WIP Construction/572970

**Budget Officer / Designee:** Andy Hopkins ajhopkins@santafenm.gov ajhopkins@santafenm.gov **Date:** Nov 20, 2024
**Budget Officer Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

**Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No**
**(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)**

**IT Components included? ☐ Yes | ☒ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☒ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Construction, Facilities, Furniture, Fixtures, Equipment included? ◉ Yes | ○ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Capital Asset* or Project** ☒ Yes | ☐ No**
**Project Ledger #:** **WWM245002**
(*will this procurement result in a tangible item that costs more than $5,000?
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more
**Approval:** Lisa Storey **Title:** Accounting Manager **Date:** Nov 20, 2024
**Comment/Exceptions:** _____

**Is this a Grant Funded Purchase? ☐ Yes | ◉ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**ATTACHMENTS:**

Procurement Document: Emergency Determination

Vendor's Quote

Professional Services Contract

Emergency Determination (original)
CPO Service Determination Email
Professional Service Contract amendment 1
quote
Certificate of Liability Insurance
Original contract packet with previous contract amendments
BAR

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Utilities Department / Wastewater Management Division | 9/9/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Hazen and Sawyer Operational Support Contract | 5000375 | 572970 | | $2,666,930. | |
| | | | | | |
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| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 2,666,930 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

To increase contract #3204638 HAZEN for amendment 1 CIP see memo for more detail

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| WWM Enterprise Fund 500 | (2,666,930) |
| | |
| | |
| | |
| TOTAL: | ( 2,666,930 ) |

P. Fred Heerbrandt, P.E. — 9/9/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Oct 25, 2024 14:15 MDT) — Oct 25, 2024
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 ahopkins@santafenm.gov — Nov 20, 2024
Budget Officer — Date

EMILY OSTER — Nov 22, 2024
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Casualty Co of Reading, PA A(XV) | 20427 |
| INSURER B : National Fire Insurance Company of Hartford A(XV) | 20478 |
| INSURER C : Continental Insurance Company A(XV) | 35289 |
| INSURER D : Continental Casualty Company (CNA) A, XV | 20443 |
| INSURER E : | |
| INSURER F : | |

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Contractual Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 7036845683 | 3/29/2024 | 3/29/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | 7036845635 | 3/29/2024 | 3/29/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Comp./Coll. Ded | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 7036845649 | 3/29/2024 | 3/29/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 7036845652 | 3/29/2024 | 3/29/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Professional Liab. | | | AEH008231489 | 3/29/2024 | 3/29/2025 | Per Claim/Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT #19-0235, ON-CALL ENGINEERING SERVICES FOR THE CITY

The City of Santa Fe, NM is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of
SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

City of Santa Fe, NM
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




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AGENCY CUSTOMER ID: HAZE&SA-01 KGODWIN

LOC #: 0

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Ames & Gough | | Hazen and Sawyer<br>498 Seventh Avenue<br>New York, NY 10018 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.


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**Signature:** P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Oct 25, 2024 06:55 MDT)

**Email:** pfheerbrandt@santafenm.gov

**City of Santa Fe**
**Emergency Determination Form**

The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

NOTE:

Notify all signatories as soon as you are made aware of the emergency. Give them a brief synopsis of the emergency, answer their questions, and let them know this document and all supporting documents will be sent to them for signatures. They should know about the request prior to obtaining signatures.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I.

| | |
|---|---|
| **Department:** | Public Utilities, Wastewater Division, City of Santa Fe |
| **Department Director:** | John Dupuis |
| **Department Contact:** | Michael Dozier |
| **Department Telephone Number:** | (505) 955-4642 |
| **City of SF Chief Procurement Officer:** | Travis Dutton-Leyda |
| **Telephone Number:** | (505) 629-8351 |

II.

| | |
|---|---|
| **Name of Contractor:** | Hazen and Sawyer |
| **Address of Contractor:** | 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109 |
| **Amount of prospective contract:** | $5,384,930.00 |
| **Term of prospective contract:** | 3 years |
| **Location of Services:** | Paseo Real Wastewater Reclamation Facility |

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

The scope of work to be delivered by Hazen and Sawyer (Hazen) includes:

- Asset Inventory and Condition Assessment – Hazen will inventory all PRWRF assets, develop attribute data, field verify the condition of assets, develop risk-based scoring criteria, identify level of service goals, perform asset cost analysis, and develop a 10-year capital improvement plan for the PRWRF.
- Digital Twin – Hazen will provide technical services to advance the City's data visualization and process optimization initiatives. The digital twin task is broken into six subtasks:

development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

- Onsite Operational Support – Hazen will provide onsite support from July 24, 2024 through October 25, 2024 followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026. Hazen staff will serve as an extension of the City's staff to support the operation and maintenance of the PRWRF.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.**

The United States Environmental Protection Agency (EPA) issued Administrative Order (AO) CWA-06-2024-1765 to the City on July 10, 2024. The AO states that the City's Paseo Real Water Reclamation Facility (PRWRF) has repeatedly failed to meet effluent limits specified in the National Pollutant Discharge Elimination System (NPDES) Permit No. NM00222292. The City issued a response to the EPA's AO on April 4, 2024. The City's response provided an initial plan for immediate actions (30 days), near-term actions (6 months), and long-term actions (18 months) intended to address the permit violations as quickly as possible and implement measures to prevent similar exceedances from reoccurring.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission's (WQCC) regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real WWTP into compliance as soon as is feasible to do so.

Hazen has continuously supported the City's efforts to bring PRWRF back into permit compliance. Over the course of that effort, the City identified additional areas where Hazen's services will support the City's overall goals. The justification for each task included in this amendment follows:

- Asset Inventory and Condition Assessment – The City does not have a complete inventory of PRWRF assets and their condition. An asset inventory including condition is the foundation of an Asset Management Plan (AMP). An AMP is needed to proactively plan and execute repair/replacement of PRWRF assets to reduce the probability of asset failure(s) resulting in future permit violations.
- Digital Twin – The City does not have a system for processing and visualizing plant operational data or a system for simulating how operational changes may impact process performance. Data visualization dashboards will allow PRWRF staff to view operational data in real-time and make data-driven decisions. A digital twin will allow PRWRF staff to simulate the impacts of potential operational changes to verify that proposed changes will be beneficial rather than detrimental to operational goals and permit compliance.
- Onsite Operational Support – The PRWRF is currently understaffed, which has made it challenging for the City to perform operation and maintenance (O&M) activities and implement changes to improve plant performance. The City asked Hazen to station licensed Wastewater Treatment Operators onsite to improve plant O&M and implement the changes necessary to improve plant performance.

V. **Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

By retaining Hazen to perform the requested scope of work, we can bring and continue maintain the facility in compliance with the acts and regulations listed above, thereby eliminating or minimizing the associated risks to public health and safety associated with noncompliant discharge.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing immediate, near-term and long-term actions that will bring the WWTP back into compliance and maintain that compliance for the remainder of the plant's service life.

**Certified by:**



Nov 14, 2024

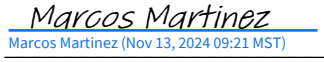
**City Chief Procurement Officer, Travis Dutton-Leyda** **Date**

**City Approval by:**



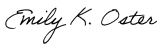

Nov 14, 2024

**Department Director, John Dupuis** **Date**



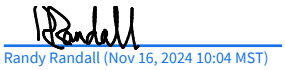

Nov 13, 2024

**Senior Assistant City Attorney, Marcos Martinez** **Date**



Nov 15, 2024

**Finance Director, Emily Oster** **Date**




Nov 16, 2024

**Interim City Manager, Randy Randall** **Date**

***Note: All emergencies must be posted to the SPD website:***
***https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx***
***and the City of Santa Fe's website:***
***https://santafenm.gov/finance-2/purchasing-1/solicitations***

***Attachments:***

***Vendor's Quote – Matches the total requested for this emergency.***

***Reference: 40-M0087-24-EM027***

Hazen

Hazen and Sawyer
100 Sun Ave, NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

**Re: Paseo Real Water Reclamation Facility (PRWRF)**
**Engineering, Operational Support, and Related Services in**
**Response to EPA Administrative Order CWA-06-2024-1745**

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's plan focuses on improving current data collection, regulatory compliance, operational, knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications with the New Mexico Environment Department (NMED).

3. Build a comprehensive base of knowledge management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

## Scope of Work

### 1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

### 2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. **Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations**

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

4. **Improve PRWRF laboratory practices, data management, workflows, and communications**

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

5. **Provide an inventory of all PRWRF instrumentation**

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

6. **Develop a model for treatment operations**

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

## Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

## Schedule

The work elements described under Scope are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

## Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

## Attachment 1

## Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

| Service Item | Proposed time and materials budget |
|---|---|
| 1. Regulatory support | $ 250,000 |
| 2. Communications support | $ 25,000 |
| 3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations | $ 750,000 |
| 4. Improve PRWRF laboratory practices, data management, workflows, and communications | $ 350,000 |
| 5. Provide an inventory of all PRWRF instrumentation | $ 250,000 |
| 6. Develop a model for treatment operations | $ 300,000 |
| 7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations | $ 200,000 |
| 8. Develop tools for remote simulation and testing of proposed changes to plant | TBD |
| 9. Provide engineering support for short-term plant improvement projects at PRWRF | $ 400,000 |
| Total estimated budget for all Items | $ 2,525,000 |
| NMGRT Allowance[1] | $ 193,000 |
| Total budget including applicable NMGRT | $ 2,718,000 |

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

## LABOR RATES FOR HAZEN AND SAWYER STAFF

| | Rates over next 4 years | | | |
|---|---|---|---|---|
| | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
| Vice President / Project Director | $348.91 | $359.38 | $370.16 | $381.26 |
| Senior Associate | $281.39 | $289.83 | $298.52 | $307.48 |
| Associate | $225.11 | $231.86 | $238.82 | $245.98 |
| Senior Principal Engineer | $191.33 | $197.07 | $202.98 | $209.07 |
| Principal Engineer | $168.83 | $173.89 | $179.11 | $184.48 |
| Engineer | $157.58 | $162.31 | $167.18 | $172.20 |
| Assistant Engineer | $135.06 | $139.11 | $143.28 | $147.58 |
| Technician | $112.55 | $115.93 | $119.41 | $122.99 |
| Effective date for rates | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 |

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

Hazen

# City of Santa Fe, NM
# Paseo Real WRF Asset Inventory and Condition Assessment
# Scope of Work

## 1. Project Understanding

The Paseo Real Water Reclamation Facility (PRWRF) is owned and operated by the City of Santa Fe, New Mexico (CITY). The PRWRF has a permitted capacity of 13 million gallons per day (mgd), average day maximum month flow. PRWRF effluent is discharged into the lower Santa Fe River and can also be conveyed to non-potable reuse customers.

The CITY has requested a scope from Hazen and Sawyer (Hazen) for the development of an Asset Management Plan (AMP) for the PRWRF Facility. In parallel, Hazen has been supporting the City in the selection and procurement of a Computerized Maintenance Management System (CMMS) software product. The City has negotiated a contract with OpenGov to purchase and implement OpenGov's Asset Management environment for the following asset groups:

- Water Distribution
- Water Treatment
- Wastewater Treatment
- Wastewater Collection / Sanitary Sewer
- Transportation
- Parks and Recreation
- Stormwater

This scope of work will include asset inventory and attribute data development, field verification of the inventory along with physical condition assessment, development of risk scoring criteria, identifying level of service goals, asset cost analysis, and development of a 10-year capital improvement plan for the PRWRF Facility (wastewater treatment group). This task will lay the foundation for future asset management endeavors by establishing the following:

- Defining an "asset"
- Defining and assigning asset attributes
- Defining asset hierarchy
- Developing an asset inventory
- Performing a physical condition assessment
- Developing the risk scoring criteria (for likelihood of and consequence of failure scores)
- Developing the levels of service (LOS) that will help drive a prioritization of risk-based CIP projects and are focused on helping the CITY meet its LOS
- Creating a prioritized list of CIP projects based upon defensible risk scores and LOS

The database developed during this task (outside of CIP development), will be used to populate the CMMS system. Hazen acknowledges that both efforts are simultaneously occurring and will work to ensure that development and incorporation of data into the CMMS system is as seamless as possible.

The major elements of this task order are summarized below:

- Review of existing data and records
- Data validation and acceptance – establishing the limits and hierarchy of what to include in asset inventory, establishing asset definitions and attribute information
- Asset inventory and condition assessment field work – creating data collection forms and performing onsite inventory and condition assessment
- Establishment of an Asset Register
- Evaluation of expected useful / remaining life of assets and replacement cost data for assets
- Development of level of service goals and key performance indicators
- Development of a maintenance planning strategy
- Establishing an asset risk framework and risk scoring criteria for assets
- Development of an asset insights dashboard

The scope of work is detailed in the following section.

## 2. Scope of Services

The Scope of Services for this task order includes the following tasks:

### Task 1 – Project Management

Hazen will perform the following project management activities associated with this effort:

1. Project Management – Task consists of ensuring performance of the work follows the agreed upon scope, budget, and schedule (estimated 12 months).
2. Submit monthly invoices and associated progress reports
3. Project Kickoff Meeting – The purpose of the meeting will be to:
    - Identify the key project personnel and contact information.
    - Review the project scope of services and project schedule
    - Review and discuss coordination with the CITY staff, treatment plant operations staff, and other supporting key staff.
    - Discuss the requested existing data, information, and materials CITY will provide
4. Conduct regular progress meetings with CITY project manager
5. QA/QC – Hazen will incorporate a robust QA/QC procedure of all data collected, placed in the asset register, and all deliverables provided to CITY.

All data developed for the CITY as part of this project, including mapping, asset attributes, inventories, CIP plans and anything else generated by the project, is the property of the CITY and will be available to the CITY in electronic format. Hazen will keep the CITY informed of the project progress and will notify the CITY of issues that arise which could potentially affect the schedule, scope, or budget. Any work outside this scope of work will only be performed following written approval by the CITY.

**Task 1 Deliverables**

- Monthly Invoices with Project Status Reports
- Kickoff Meeting Draft Agenda and Meeting Minutes
- Progress meetings minutes

- Any data generated during the project (draft (at the request of the CITY) or final (all final data to be given to the CITY)).

## Task 2 – Data Review, Validation, and Acceptance

Prior to beginning this task, Hazen will submit a request for information (RFI) that includes existing asset information from the current CMMS system, process and instrumentation-related information from SCADA, and record drawings. These details are anticipated to be submitted in digital format for ease of analysis and inclusion in the condition assessment form. This task shall consist of the following services:

1. Hazen will evaluate the information provided by the CITY in response to the RFI
2. Hazen will use industry standards and confer with the CITY during a workshop to establish definition of an "asset" to be included in the inventory phase of the project.
3. Hazen will establish asset types and subtypes to develop a final nomenclature to move forward for the asset inventory phase of the project.
4. Hazen will propose to the CITY a standard asset hierarchy and classifications for various asset types, including name and numbering methods, based on industry standards. The CITY will be given an opportunity to comment on the hierarchies and suggest changes to it during a workshop.
5. Hazen will host a workshop with the CITY to gain input from the CITY and to use that to determine what attribute information will be collected on each class and subclass of assets. At a minimum, each asset must have an asset ID, name, location, condition, useful life remaining, type, material, size, and replacement cost. Additional attributes could include: manufacturer, serial number, capacity, flow rate, dimensions, installation date, operating status, as well as many others. Following the meeting Hazen will provide the CITY with a list of attribute information for the CITY's review. The CITY will approve the list before data collection occurs.

**Task 2 Deliverables**

1. Asset Inventory Draft Determination
    - Definition of an "asset" for each class and subclass of assets
    - Asset hierarchy in a flow diagram
    - List of asset types and subtypes in a spreadsheet

## Task 3 – Asset Hierarchy and Asset Register Development

This task focuses on developing a comprehensive asset hierarchy and asset register for the PRWRF.

1. Designate Qualifying Assets – Hazen will conduct a workshop with CITY stakeholders to finalize the list of qualifying assets based on the preliminary list developed in Task 2.
2. Define Asset Hierarchy – Following the designation of qualifying assets, the workshop will continue to establish an appropriate asset hierarchy, ensuring all assets within the PRWRF are included. The asset hierarchy and the asset register will include the following components:
    - Asset Definition: Compile asset definitions using existing PRWRF asset lists and assets identified in Task 2.

- Asset Class: Group assets by type, functions, useful life, and pricing attributes (e.g. size, material, power).
- Data Standards: Establish data attributes required to support asset management needs.

3. Asset Register Development – Hazen will create the asset register using a hierarchical structure with "parent-child" relationships, allowing the CITY to navigate the database easily and extract information at various levels.

**Task 3 Deliverables**

- Asset Hierarchy
- Preliminary Asset Register with all identified assets, all available asset attribute information, photos of all visible assets, unique asset ID numbers, asset names that are known by staff (Microsoft Excel). This information will be provided to OpenGov as soon as available for use in initiation and validation phases.

## Task 4 – Asset Inventory and Condition Assessment

This task includes the desktop and field work required for the asset inventory and condition assessment. Following completion of Task 2, Hazen will create an asset inventory in digital format that includes all asset types and subtypes with relevant attributes, as well as a condition assessment form. This task shall consist of the following services:

1. Hazen will develop a digital survey and condition assessment form to collect and assess asset data in the field.
    - Hazen will develop a physical condition framework for each asset type by discipline (civil/structural, HVAC, mechanical, and electrical/I&C) using the International Infrastructure Management Manual (IIMM) as a guideline to be used to assess condition during field verification. Hazen will share the draft condition assessment process with the CITY and the CITY will have a chance to comment and input on the process. Field personnel familiar with the assets will be invited to the meeting and their input will be considered in this process.
    - Hazen will include all asset attributes in forms that should be collected for each asset type Such as Collector 123, Fulcrum, or a similar platform which the City can utilize in the future independently.
    - Hazen will include the asset type, subtype, and hierarchy as fields to be populated in the digital form.
2. Hazen will create an asset register template that includes all asset types and subtypes with defined attributes. The asset register will also contain physical condition-related attributes.
3. Hazen will pre-populate available information from the obtained data. The information will be verified and updated during the field inspection, along with a physical condition score.
4. Hazen's field team will comprise specialists in civil/structural, HVAC, mechanical, and electrical/I&C.
5. Hazen will perform a visual condition assessment of each asset. The goal of the condition assessment is to identify the current state of assets with a condition score allowing estimation of the assets' remaining useful lives.

6. Hazen will design the Santa Fe WRF Asset Insight Dashboard user interface along with a data model and share with the CITY project manager before proceeding. Upon user interface approval, Hazen will develop the following four visual reports:

    - Home – Page navigation and a visual overview of the WRF assets.
    - Summary – Overview of asset count, condition, location, risk, useful life, and renewal needs.
    - Asset Details – Detailed view of asset attributes, inspection photos, and deterioration curve.
    - Asset Condition – View asset condition statistics by condition score and installation decade.

    All Dashboard pages will provide the user with the ability to filter visuals by process area, equipment type, discipline, condition score, and risk matrix bin.

    The Asset Insight Dashboard will be designed so that it may link with other facilities that are part of the CITY's operations.

**Task 4 Deliverables**

- Draft register for review by the CITY. Comments should be addressed by Hazen (it is understood that if a comment is not possible to address (i.e., can't make the change) Hazen will provide an explanation of why not.
- Final Asset Register with Attributes and Condition Assessments as specified in the list of attributes and containing any required changes based on the review of the draft – Spreadsheet. This information will be provided to OpenGov as soon as available for use in the configuration phase.
- PRWRF Asset Insight Digital Dashboard Pictures of each asset that is visible. The asset pictures will have the entire asset in the first picture with all subsequent pictures showing close ups of particular issues or concerns (e.g., the name plate, cracks, missing bolts, rust or other corrosion.) In any case with a visible name plate a picture of the name plate will be taken. The photos will be attached to the asset in the spreadsheet with the full asset photo as the first picture in the set of photos.

## Task 5 – Expected/Remaining Useful Life Determination

This task aims to determine the expected useful life (EUL) and remaining useful life (RUL) of asset classes.

1. Expected Useful Life (EUL) – Using manufacturer design life, industry publications such as Engineering News Record (ENR), and data from similar Hazen projects, Hazen will establish a baseline EUL for each asset class.

2. Remaining Useful Life (RUL) – Based on collected attribute data, CITY maintenance records, and condition assessment scores, Hazen will estimate the RUL for each asset by adjusting up or down from the general attribute life. For example, if a pipe is to last 100 years but it is known to have multiple breaks and has shown signs of deterioration, the pipe's life should be shortened. If a pipe is known to be in good shape, exhibited no issues, etc., its life will be extended. For assets lacking visual condition assessments and any other information on

maintenance, repairs, or operator knowledge, the RUL will be calculated by dividing expected design life by asset age with straight line deterioration.

**Task 5 Deliverables**

- Estimated EUL for each asset class
- Estimated RUL for each asset
- Updated asset register with EUL and RUL for each asset

## Task 6 – Replacement Valuation

This task involves estimating the current replacement cost for each asset.

1. Cost Data Collection and Review – Consolidate and review historical replacement cost data, local knowledge, RS Means databases, and costs from similar Hazen projects. Hazen will estimate current replacement costs in 2024 dollars using unit cost methods.
2. Workshop – Hazen will conduct a 3-hour Asset Valuation Review and Lifecycle Costing Workshop with CITY to review and validate replacement costs, develop cost factors for full implementation estimates, and determine maintenance strategies for run-to-fail assets and those with rehabilitation plans.

**Task 6 Deliverables**

- Updated asset register with bare and full cost estimates
- Total estimated valuation of the entire facility
- Workshop agenda, minutes, and presentation materials

## Task 7 – Validate Levels of Service (LOS) and Develop Key Performance Indicators (KPIs)

This task will define and validate the Levels of Service (LOS) and Key Performance Indicators (KPIs).

1. Preliminary LOS and KPI Development – Hazen will seek input from CITY regarding potential LOS goals and KPIs prior to the workshop.

2. Using the list of potential LOS goals and other available information on LOS more generally, Hazen will develop a preliminary list of LOS and KPIs for CITY to review before a workshop.

3. Hazen will conduct a 3-hour workshop with key stakeholders to identify and validate LOS and KPIs for the facility. The discussion must include the following: what information would be required to measure the goals and determine whether KPIs are met, how difficult it would be to get this information (including whether this data currently exists), where the data would be held, how the KPIs would be calculated and stored, and who would have access to the data. Additionally, discussions of which goals/KPIs should be more publicly shared should be held.

**Task 7 Deliverables**

- LOS and KPI Summary Table
- Data required to meet the goals summary and where data is stored

## Task 8 – Maintenance Planning

This task develops a maintenance planning strategy. Hazen will utilize a proven approach for utilizing asset criticality to determine the type of maintenance activities to be performed for the top ten qualifying asset classes. The level of effort required for maintenance activities will support estimated FTE staffing requirements.

1. Maintenance Approach Development – Utilize manufacturer-specific O&M manuals and industry-leading practices for failure monitoring and mitigation. Techniques include Failure Mode and Effects Analysis (FMEA), Preventive Maintenance Optimization (PMO), and Reliability Centered Maintenance (RCM).
2. Categorization of Maintenance Activities
    - Low Criticality: Operations Only or Run-To-Failure (RTF) Strategy—basic visual inspections or repair/replacement upon failure.
    - Medium Criticality: Operations + Condition/Performance—includes some condition/performance activities based on physical characteristics and financial feasibility.
    - High Criticality: Operations + Condition + Performance—comprehensive maintenance activities based on typical failure modes, from basic inspections to advanced predictive maintenance.

**Task 8 Deliverables**

- Maintenance strategy documentation for each asset class

## Task 9 – Additional Services

The following tasks may be authorized by the CITY to develop a full Asset Management Program (AMP). The additional services described below provide high-level goals for each task as more information becomes available. At that time, the task item and deliverable will further be further delineated and detailed and authorized fee negotiated:

1. Gap Analysis – Prior to the development of the AMP, Hazen will provide a gap analysis at the facility to verify changes (asset removal or addition during the Emergency AO Projects) and update the data inventory. This scope item assumes up to 200 assets to be input into the data inventory.

2. Risk Framework Development - Define a performance condition assessment and consequence of failure assessment framework. This will include defining criteria, scoring definitions and scales, weighting, and scoring methodology specific to CITY'S PRWRF assets. Hazen will coordinate and solicit feedback from the Southwest Environmental Finance Center on project details.

3. Asset Risk Assessment (LoF and CoF) - implementation of a comprehensive asset risk assessment approach, including:
    a) Performance Condition Assessment
    b) Consequence of Failure Assessment
    c) Risk Scoring

4. Renewal and Replacement CIP Forecasting – Based on replacement valuations determined in task Hazen will provide a specific set of recommendations for the PRWRF that focus on:
    a. Known upcoming / in-process projects
    b. Program recommendations
    c. CIP project recommendations

    The CIP Projects will be identified by a priority based upon BRE and typically divided into high (1-2 years), medium (3-5 years) and low (6-10 years) priority. Hazen will delineate between rehabilitation and replacement projects and costs and provide costing for each recommendation by year. In addition, Hazen will utilize the information to develop asset inspection and maintenance scheduling guidelines for qualifying assets.

5. Staff Training – Hazen will develop and facilitate staff training of the AMP to support ownership and longevity of the program. Staff training is assumed to be conducted over a one-day period.

6. Unidentified Additional Services - In the development of this scope, Hazen and the CITY acknowledge there are uncertainties and unidentified tasks associated with the development of a full AMP. This task provides resources required to address these unidentified items. A budget allowance of $100,000 is included in this scope and budget for unidentified additional services.

## 3. Assumptions

Certain assumptions have been made in preparing the Scope of Services. To the extent possible, these assumptions are stated herein and are reflected in the estimated fee for services. If the requirements of the Project are different from the assumptions presented herein, or if the CITY desires additional services, the resultant scope changes will serve as the basis for amending this Contract or initiating the development of a new Contract as mutually agreed by CITY and Hazen. Project assumptions include:

- Based on similar projects, Hazen expects the asset count to be less than 1,500 assets inventoried. This scope of work assumes that the asset inventory will not exceed 1,500 assets. An inventory in excess of 1,500 assets will be considered additional work. The Hazen will keep the CITY informed of the progress of the inventory and if projected inventory exceeds the assumed quantity of assets.
- Kickoff meeting will be held virtually on MS Teams.
- No confined space entry is included during the asset inventory or condition assessment.
- There will be approximately 1-2 weeks of onsite asset inventory field work (estimated at 3-4 days per week)
- The CITY will open any electrical cabinets, operate equipment or valves, turn on/off equipment, etc., as needed to capture asset information.
- Operators will be available for the duration of Hazen's fieldwork and Hazen will seek to involve the Operators in the process of obtaining information to support knowledge transfer. Operators who are knowledgeable about the assets will be available to Hazen staff during field work.
- The efforts described herein would support and be compatible with a future ISO14001 certification.

## 4. Schedule

The proposed schedule for completing Tasks 1 through 8 is 12 months following notice to proceed. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed. The schedule for additional services outlined in Task 9 would be determined when the scope of additional services requested by the CITY is negotiated.

## 5. Compensation

We are requesting an initial authorization of $623,038 to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Tasks 1 – 9. All work will be performed on a time and materials basis. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

## Attachment 1

## Proposed budgets for Asset Inventory and Condition Assessment Services

| | | Total | Fee | | |
|---|---|---|---|---|---|
| Task | Description | Hours | Labor | Expense | Total |
| 1 | Project Management | 174 | $48,901 | $500 | $49,401 |
| 2 | Data Review, Validation, and Acceptance | 128 | $41,391 | $4,200 | $45,591 |
| 3 | Asset Inventory and Asset Register Development | 132 | $28,785 | $3,700 | $32,485 |
| 4 | Asset Inventory and Condition Assessment | 740 | $142,026 | $18,500 | $160,526 |
| 5 | Expected / Remaining Useful Life Determination | 70 | $13,864 | $0 | $13,864 |
| 6 | Replacement Valuation | 86 | $17,931 | $3,700 | $21,631 |
| 7 | Validate LOS and Develop KPIs | 76 | $15,262 | $0 | $15,262 |
| 8 | Maintenance Planning | 136 | $26,981 | $0 | $26,981 |
| 9 | Additional Services | 494 | $207,333 | $5,550 | $212,883 |
| | NMGRT (8.1875% of Labor) | | | $44,415 | $44,415 |
| | **TOTAL** | **2,100** | **$542,473** | **$55,565** | **$623,038** |

Hazen

*The city of Santa Fe (the City) seeks to develop data visualization and process optimization tools that provide end-users with access to a common authoritative source for critical plant operations and performance data. This suite of tools is expected to provide plant process and operations staff with the ability to visualize plant performance data in near-real-time (NRT) and gain actionable insights to improve or optimize process performance. The suite will consist of a plantwide data visualization tool as well as a holistic process optimization web application that utilizes both mechanistic as well as data-driven modules to provide maximum value. Hazen will execute the project by developing core data system building blocks and visualization tools that enhance situational awareness and provide near-term functional value, while in parallel developing advanced process insight tools that leverage this data foundation.*

The City has expressed a desire to develop a tool (or tools) that allows process engineers and plant operators at the Paseo Real Water Reclamation Facility (PRWRF) to visualize process data, assess plant performance as well as gain usable and actionable process optimization insights in close to real-time. City staff also noted that the ability to assess the impacts of operational changes (i.e., what-if or scenario analyses) on performance and ability to meet compliance requirements would be critical.

Under this Task Order, Hazen will provide technical support services to advance the City's data visualization and process optimization initiatives. This task order is broken into six major tasks: dataflow development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

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# Task 1. Data Foundation

The primary goal of this task is to ensure that critical analytical and operational data from the PRWRF is securely available in a central SQL data warehouse. Major activities include collaborating with City IT staff to develop secure SCADA and OP10 data export processes, building the data warehouse and necessary data pipelines, identifying and acquiring raw time series data, and creating new calculated time series for process optimization. Work under this task establishes the data foundation and computational environment for subsequent tasks.

## Task 1.1: System Connectivity and Data Engineering

The goal of this task is to establish data connectivity, data pipelines, SQL data warehouse, and ancillary data engineering components necessary to provide a foundation for both project analytics and for routine operational use of project-developed tools by the City. While the data warehouse developed under this task will focus on a subset of critical data necessary to optimize plant performance, the overall data framework will be designed for future scalability, such that it may serve as a testbed and starting point for future plant-wide visualization and reporting if desired by the City.

Under this task Hazen will work closely with City IT staff and data stewards to develop secure and repeatable data acquisition processes and to comply with cybersecurity and data governance standards provided by the City upon project initiation. Key activities include:

- Collaborate with plant technical staff to draft a high-level requirements document and proposed data architecture diagram to support discussions with City IT staff. The document will focus on defining core requirements such as user roles and objectives, data sources, data granularity and refresh frequency, data retention and storage, and data accessibility and security.
- Hold up to 5 virtual coordination meetings with City IT staff and data owners.
- Provision a secure workspace within Hazen's Microsoft Azure or Fabric tenant that is dedicated to City of Santa Fe data and applications. This effort will consider opportunities to integrate or leverage existing data handling and reporting processes that are currently operational in Hazen's Azure and Power BI tenants, including a single user endpoint through the Santa Fe BI Application developed by Hazen, automated integration between live and historical data using stored procedures, and one-way data exports to securely obtain data from Santa Fe's operational systems.
- Design and build a semantic model and data warehouse to integrate metadata, raw data, calculated data, and cleaned data. The semantic model will be extensible to integrate model output data and recurring predictive data developed under subsequent tasks. As above, this effort will maximize opportunities to integrate or reuse existing model structures, with the overall goal of delivering a high-performing and low maintenance system.
- Develop a scalable process for managing time series metadata from multiple data sources (with a focus on SCADA and OP10). This includes specifying location and parameter attributes, friendly names, higher-level location and parameter categories, and reference values (e.g. regulatory limits,

operational targets, thresholds). This process will be based on an Excel file, a Microsoft List, or similar compatible technology.

- Support City staff in the development of recurring automated processes for securely exporting data and metadata from the SCADA Historian and the OP10 database to the data warehouse.
- Support City staff in the creation of gateways if needed.
- Ensure compliance with cybersecurity, data governance, and application development standards provided by the City.

### Task 1.2: Acquire Raw Time Series Data

The goal of this task is to identify and acquire raw time series data from lab analyses and plant instrumentation that is most valuable for optimizing plant performance. This task involves reviewing metadata from OP10 and SCADA systems, identifying tags, developing queries, configuring data pipelines for recurring data movement, and conducting a one-time export of historical data. The data products created in this task form the data foundation of subsequent modeling and analytical activities.

- Review OP10 and SCADA historian metadata for the purpose of identifying tags or parameters that are most valuable for optimizing plant performance. Metadata shall be provided by the City, or alternately the City shall provide credentials sufficient to access metadata tables.
- Based on metadata review, collaborate with plant technical staff to select up to 20 critical influent and effluent concentrations and secondary process operational data from the OP10 system.
- Based on metadata review, collaborate with plant technical staff to select up to 200 tags critical for process assessment and control from the SCADA historian.
- Populate consistent metadata attributes for the selected raw time series data, including location and parameter attributes, user friendly names, reference values, and other attributes that may be useful in the display layer.
- Develop and deploy a system for managing and storing metadata attributes using Excel, Microsoft List, or similar no-code/low-code technology compatible with the data warehousing environment.
- Develop a script to query the OP10 database and return the desired parameters.
- Develop a script to query the SCADA historian and return the desired tags, aggregated to an hourly timestep. Temporal aggregation method will be tailored to the specific tag (e.g., for some tags an hourly average may be appropriate, while for others an hourly maximum may be appropriate).
- Conduct a one-time manual export of up to 5 years of historical data from SCADA Historian and OP10 database and load the data into the data warehouse. This work is limited to extraction of data from database or historian tables and does not include extraction of data from files.
- Configure, test, and deploy data pipelines and scheduling/orchestration features to establish recurring acquisition of data exported from SCADA and OP10 systems.

### Task 1.3: Calculate New Time Series Data

The goal of this task is to develop new calculated time series that are critical for process control, compliance, and optimization. These will include loading rates to processes such as the primary and secondary clarifiers, and secondary process key performance indicators (KPIs) such as total and aerobic solids retention times (SRT and aSRT), RAS rates, WAS rates, chemical usage normalized to forward flow, chemical usage per unit mass of nutrient removal achieved, air usage per unit of BOD/nutrient removal, and energy use per unit flow treated. These calculated time series will be developed for both historical data and for new incoming data as part of the operational system. Key activities include:

- Collaborate with plant technical staff to identify and define up to 50 new calculated time series.
- Develop equations and write scripts to generate new time series data. Scripts will be generated in SQL, Python, or other language consistent with the data warehousing environment.
- Validate script output by comparing summary statistics to expected upper and lower bounds for each parameter.
- Execute the scripts for historical data and store the data in the data warehouse.
- Configure, test, and deploy the scripts to automatically calculate and store new time series data on a recurring basis.
- Populate metadata for new calculated time series, including location and parameter attributes, user friendly names, and reference values.

**Task 1 Deliverables:**

- Scripts for querying City SCADA Historian and OP10 database
- Cloud-based SQL data warehouse containing up to 5 years of selected historical SCADA and OP10 data
- Scripts and/or data system configurations for recurring acquisition of data exported from SCADA and OP10 systems.
- Scripts for recurring calculation of new calculated time series.
- Metadata table for raw and calculated time series

## Task 2. Data Exploration and Cleaning

The goal of this task is to develop data cleaning protocols to ensure that subsequent analytical, modeling, and visualization tools are driven by clean, quality-assured data. The focus will be on a subset of time series critical to model accuracy and performance, including influent flows and concentrations, airflows, sensor data (DO, ammonia), effluent quality, and solids production (primary and WAS sludge per unit flow treated). Data cleaning will be performed for up to 100 time series critical to performance of the models developed under Tasks 5 and 6.

## Task 2.1. Initial Data Quality Review

Hazen will review available historical data from the data warehouse (e.g., up to 5 years of hourly data) with the goal of identifying data quality issues. This will involve creating a time series plot in Python for each of the 100 variables of interest. A process engineer (subject matter expert) will review each plot and identify obvious outliers, (e.g., an influent orthophosphate measurement of 100 mg/L when all the other values are below 10 mg/L). Those outliers will be manually removed from the dataset that will later be used for model development. Then, a data scientist will replot the cleaned data. Up to two additional iterations will be performed.

Following the first round of review by the subject matter expert, a more in-depth look at data quality issues will begin. For example, data stagnation may be seen in some measurements like sensors if a basin is taken offline. A measurement that appears to stagnate will be compared to other measurements to verify if this is the product of a basin being offline (e.g., DO readings are zero and airflow stagnates in the same basin, and flow through the other oxidation ditch doubles). This process of data review will identify the issues most frequently encountered in the dataset, including missing data, data out of range, stagnant data, or abrupt changes in the data. The issues identified and catalogued will inform the data cleanup methods employed in Task 2.2.

## Task 2.2. Implement Data Cleaning Protocols

Based on the most frequently issues identified in the dataset, Hazen will develop data cleaning protocols for up to 100 time series. Cleaning protocols will be implemented using the Python Pecos algorithm, which identifies a normal range of operating values for each parameter and hence detects outliers; stagnation, missing data, and abrupt changes in values. For the 100 variables in data cleaning, up to a total of 200 custom rules may be implemented for targeted data cleaning. For instance, a stagnant airflow reading would trigger a check to see if the concerned oxidation ditch is out of service so that the airflow for that basin (or zone) can be recorded as zero. Missing hourly data will be replaced with the average value for the week for that same time of day and/or the same instrument reading in a parallel location.

Data cleaning will be executed using Python or similar scripts within the dedicated cloud workspace, and cleaned data will be integrated into the data warehouse. The raw and cleaned data will be maintained as distinct datasets to allow the analyst to visualize and compare raw and cleaned time series in the Power BI dashboard (Task 3).

The cleaned data will be displayed in Power BI and a numerical value assigned to each daily/hourly datapoint of the 100 time series selected. The coded values shall be as follows:

- 0 = good data, no issues found
- 1 = abrupt change
- 3 = data outside of high/low boundary
- 4 = abrupt change + data outside of high/low boundary

- 5 = stagnation
- 7 = missing data
- 8 = stagnation + data outside of high/low boundary

There will be three pages in Power BI dedicated to data cleaning visualization. The first page will display daily data and its coded value for each time series. The second page will do the same for hourly time series. The third page will plot each time series and its low and high boundaries. The duration of the timescale can be varied to have as much or little granularity as desired.

The data cleaning process will be established for near real-time cleaning through Power BI and Python scripting. The data cleaning scripts will be employed for three months on a trial basis. During this time, staff should review the results and provide comments at the conclusion of the trial. At the end of the trial period, the scripts will be finalized. It is anticipated that up to 20 rule modifications will be implemented based on feedback from City staff.

**Task 2 Deliverables:**

- Cleaned historical data for up to 100 time series, stored in the data warehouse as distinct time series and available for visualization in the Power BI dashboard.
- Data cleaning and filling scripts that will be implemented in near-real time on a daily/hourly basis, as specified for each of the 100 time series.

## Task 3. Data Visualization Tool

The goal of this task is to develop a comprehensive visualization and reporting tool for near real-time assessment of PRWRF performance and process health. The tool will allow City staff to visualize observed data (Tasks 1 and 2), and mechanistic model-predicted data from Task 5 when used with Process Advisor results (Task 6). The overall objective is to enhance situational awareness and integrate data-driven process analytics with operator experience. Note that the Task 5 deliverable is a stand-alone web application that represents the physical layout of the PRWRF, which is separate from the Power BI tool discussed to this point.

The tool will be deployed in Hazen's tenant within Microsoft's Power BI web service and updated at an approximately hourly cadence. The refresh schedule may be further fine-tuned to optimize delivery and usage within the constraints of the Power BI web service. City team members will access the tool via desktop, tablet, or mobile devices.

### Task 3.1. Develop Power BI Architecture

The goal of this task is to design, build, and deploy the core Power BI architecture necessary to deliver interactive Power BI dashboards to the end user. A robust backend and semantic model are essential for functionality and scalability as data and components are added to the system. Key activities include:

- Configure a Power BI semantic model and dataflows to integrate data and metadata from the data warehouse. Design shall consider import, direct query, composite, or other options as appropriate based on data volumes and analytical needs.
- Enrich core data and metadata tables with a master calendar table plus ancillary helper tables as needed.
- Set up a Power BI workspace for access by City and Hazen team members, and publish the Power BI report to the workspace
- Establish data refresh schedules to update dashboards with SCADA and OP10 data and calculated time series data regularly. Coordinate with end users to determine an appropriate refresh interval.

### Task 3.2. Develop Observed Data Pages

The goal of this task is to create interactive dashboard pages that allow modelers, process engineers, and operations staff to easily review and analyze PRWRF operations and process performance data. The pages will be designed to meet multiple different end-user needs, including data inventory, data quality review, near-real-time process status, historical trending, and detailed process performance comparing against targets and historical benchmarks.

Observed data pages developed under this task will include at a minimum:

- Data Inventory: View all tags in the dataset and summary statistics for each tag (e.g., number of data points, min, max, avg, date range)
- Data Gaps: Highlight missing data. Note extended missing data periods will not be filled in using the Pecos algorithm described earlier. That is for short-duration events spanning a few hours or 1 - 2 days depending on the granularity of the data received.
- Single-Tag Data Navigator: Visualize time series data for any single tag. Assess daily, weekly, monthly, yearly, and seasonal trends, view percentile plots, compare year-on-year and month-on-month averages. Compare historical and current values against targets, benchmarks, limits, or other reference values.
- Single-Tag Data QC: Visualize raw versus cleaned time series data for any single tag.
- Multi-Tag Data Navigator: Plot and visualize multiple tags together, with percentile distributions and tabulated summaries of averages, minimums, maximums, and key percentiles. Plotting pages will leverage the capabilities of native Power BI visualizations; custom-coded visualizations are not included in this task.
- Correlation Analysis: Perform simple correlation analysis on selected tags, displaying results as a heatmap or scatter plot.

In addition, up to 5 custom pages will be developed to serve specific purposes and highlight selected metrics of interest to plant process and operational staff. These pages will be tailored to display plant-wide or process-specific metrics that are frequently reviewed or required by operations staff to make

decisions. The custom pages will provide a clear and concise overview of specific processes or topic areas, making it easier for staff to monitor and analyze important key aspects of their operation. As an example, custom pages might include:

- Interactive process flow diagram (PFD): An interactive PFD can be developed which displays the latest values of critical metrics adjacent to the relevant unit process or process areas. Additionally, tooltips can be provided, which allow users to hover over displayed metrics to get additional statistics for that tag.
- Nutrient Removal Performance: Dedicated pages for the removal efficiency of specific nutrients or species, including metrics like effluent concentrations, nutrient removal per pound of chemical used, and efficiency of bio-P or denitrification.
- Secondary Process Configuration: Highlights the set-up of the secondary process and the resultant effluent quality, displaying metrics like current MLSS, wasting rates, number of oxidation ditches in service, SRT, DO concentrations and oxidation ditch or secondary effluent ammonia.
- Energy Consumption: Focuses on energy use in the treatment process comparing the latest overall energy use to historical consumption. Metrics like energy use normalized to forward flow or blower energy use per pound of oxygen required are highlighted.
- Historical data sorter: Allows sorting of operational data by influent load, flow, and temperature, enabling staff to identify operationally similar days and conduct data-driven what-if analyses. This page can be updated to include the scoring algorithm (Task 6) to help operations staff identify high-performing decisions.

These pages will be developed through an interactive process that includes:

- Needs Assessment: Hazen meets with City staff to identify overall concepts, key questions, and specific requirements. This involves a 2-hour virtual workshop and up to 10 hours of individual interviews.
- Draft Development: Based on City feedback Hazen will develop up to 5 custom pages plus associated metrics.
- User Testing: Deploy draft pages for 1-2 weeks, allowing City staff to use and provide feedback.
- Feedback Collection: City staff provide prioritized feedback in a 1-hour comments virtual meeting or a document synthesizing feedback from multiple users.
- Revisions: Hazen addresses feasible comments within identified task budget limits and tracks remaining items.
- Final Deployment: Hazen deploys the final versions of the custom pages after City staff verify that comments were satisfactorily addressed.

## Task 3.3. Develop Model Input/Output Pages

The goal of this task is to develop interactive dashboard pages for reviewing input and output data for the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by system

administrators, modelers, and analysts, and are focused on model data QC, model verification, model performance evaluation, and ad hoc plotting/tabulation.

The measures and semantic model updates developed under this task will establish the foundation for additional dashboard pages in Task 3.4, which will be geared for use by plant engineers and staff focusing on process performance and operator guidance.

Key activities include:

- Configure the Power BI semantic model and dataflows to integrate input and output data from the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool.
- Configure the semantic model to store and handle multiple different model realizations, such that users can examine model predictions over time (e.g., visualize output from today's model simulations as well as those executed last month).
- Configure the semantic model and associated metadata tables to allow easy comparison between observed and model-predicted values (e.g. compare observed vs predicted influent TN load, or observed vs predicted values).
- Create measures and dashboard pages for interactively displaying model inputs and outputs. These pages will be geared toward model data QC, model verification, model performance examination, and ad hoc plotting/tabulation.

## Task 3.4. Develop Operational Guidance Pages

The goal of this task is to develop interactive dashboard pages for reviewing operational guidance provided by the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by plant operations staff and will feature integration of observations, predictions, and recommendations.

Up to 3 custom Operational Guidance Pages will be developed under this task. As an example, custom pages might include:

- Influent Load Predictions: Visualize predicted influent flow and load parameters for the next 24 hours. This page will help operators anticipate and prepare for varying influent conditions, incorporating model predictions and historical trends.
- Process Performance Indicators: Display key performance indicators (KPIs) such as SRT, MLSS, DO concentrations, and effluent quality metrics. This page will integrate model predictions and real-time data to provide a comprehensive overview of process performance.
- Optimization Recommendations: Present recommended operational setpoints for parameters like airflow, DO/aeration setpoints, wasting rates, and internal recycle rates. This page will integrate outputs from the Optimization Tool to guide operators in achieving optimal process performance.

Development of the pages will be similar to the custom page development process described above.

**Task 3 Deliverables:**

- A Power BI application containing one or more reports with multiple pages for interactive visualization of observed and model-predicted operational and process control data.
- Documentation, comprising a high-level PowerPoint presentation summarizing Power BI dataflows; an Excel-based data dictionary; and explanatory technical notes embedded within the Power BI application as comments, tooltips or metadata.
- Up to 8 hours of in-person and/or virtual training in usage of the Power BI tool.
- 40 hours of post-acceptance follow-on support for up to one year beyond delivery of the tools.

## Task 4. Evaluate Real-Time Process Control Strategies

The ability to incorporate existing and/or new online analyzers into control strategies will be evaluated since this can provide immediate operational benefit. Up to three control strategies will be evaluated including but not limited to:

- Ammonia-based aeration control to optimize nitrification and denitrification simultaneously
- Automated aerobic SRT control to maintain nitrification as a load and temperature changes
- Nitrate-paced internal recycle to optimize energy and denitrification capacity
- Orthophosphate-paced metal salt addition to optimize cost, energy, and nutrient removal
- Live state point analysis tool to assess secondary clarifier capacity

In addition, the value of primary effluent COD and ammonia measurements will be evaluated as optional input to the holistic optimization modules described later.

The result of this task will be a presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic. Examples of these programs used successfully at other WRFs will be presented as well. The memorandum is not a functional control description suitable for programming by an integrator, nor does it include any process modeling required for site-specific automated aerobic SRT control. That level of detail could be provided in future contracts.

Since no prior design work has been implemented at the PRWRF by Hazen, cost estimates will be order of magnitude and assume that power sources and wire and conduit pathways are available at the desired locations. This task does not include a detailed electrical evaluation.

**Task 4 Deliverables:**

- Virtual presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic.

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## Task 5. Develop Mechanistic Process Digital Twin (Process Model)

Mechanistic wastewater process models developed using commercial simulators (such as BioWin, GPS-X, or SUMO) are often employed for wastewater treatment facility design or process optimization planning. These models are complex and require detailed user training, limiting the number of staff who can run or modify simulations. Process advisory digital twins help overcome this operational barrier by expanding the number of staff who can leverage the model. The goal of this task is to create a mechanistic process digital twin to enhance the operational capabilities and process understanding of PRWRF staff.

The process digital twin and optimization toolkit (including the data-driven additions from Task 6) will be hosted by Hazen as a web application. The City will be responsible for hosting fees required to ensure full-time availability of the tool for City staff. Hazen will provide an estimate of these routine pass-through cloud service hosting fees to ensure transparency and accurate budgeting for the City.

### Task 5.1. Develop Mechanistic Process Model

The mechanistic process model for the facility will be initially developed in BioWin under and existing scope task. Process model development will be based on historical operational data plus plantwide process sampling data collected from June 18 – 26, 2024.

The process model will be calibrated using a selection of plant data (to be determined by subject matter experts based on observed plant operational metrics and mass balances over different time periods) and validated against data from a different time period. Further context on process model development can be found in the scope outlining PRWRF Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745, provided by Hazen to the City on March 18, 2024.

Under this scope, an uncalibrated SUMO model of the PRWRF will be developed. SUMO is proposed to leverage their advanced and well-documented digital twin API packages for live data integration and equipment control. An uncalibrated SUMO model will be deployed initially and later replaced with a calibrated model when the calibrated BioWin model is complete. A comparison of the BioWin calibrated model and SUMO calibrated model results will be developed to verify the models are equivalent.

### Task 5.2. Build Web Interface for Mechanistic Process Twin

A web application wrapping the SUMO mechanistic process model will be developed and deployed for PRWRF staff. Users will be able to change influent characteristics and operational parameters (e.g., basins or units in service, DO concentrations, RAS and WAS rates) to visualize process impacts. This version of the process model will not have any connection with the live data and is intended as a training tool to facilitate PRWRF staff understanding of treatment concepts, and view the impacts of operating the process in different ways on performance and effluent quality.

In addition to specifying influent characteristics and operational parameters, users will select the number of primary and secondary clarifiers in service and specify SVI. Historical primary clarifier performance

(percent TSS removal as a function of units in service and hydraulic loading rate) will be analyzed to develop a linear relationship between either units in service, and/or hydraulic loading rate and percent TSS removal. This relationship will then be hard coded into the web application. Secondary clarifier performance will be coded using known relationships between SVI, which the user will specify, and Vo and K, the downward settling velocity and compaction coefficient, respectively, commonly used to model sludge settling mechanistically.

As a web-based application, the mechanistic process digital twin will be able to be accessed by up to three staff via a web browser (e.g. Microsoft Edge) from desktop computers running Windows 10 or later. Facility operators will be able to utilize the tool to develop and test their ideas for optimization and/or learn from mistakes with no effect on actual plant operations.

Building the web application involves creating an interactive homepage, that is an aerial image of the plant, with a customized set of key inputs and outputs, such as process MLSS, wasting rates and effluent nutrient concentration levels, which will help the user visualize the facility's performance, relative to the permit limits. There will also be a second screen to focus on the secondary process configuration, so users can better evaluate the treatment process to ensure regulatory compliance. The second screen includes a graph that shows DO, ammonia, nitrate, nitrite, and orthophosphate concentrations along the length of the oxidation ditches.

The web application will be introduced to PRWRF staff through a 2-hour virtual training meeting, which will be recorded for future use. Introductory training materials will be presented in PowerPoint, and then the web application will be demonstrated.

### Task 5.3. Add Gamified User Interface for Operator Training

Hazen will add "gamified" features to the web application that will allow operators to create their own profile and avatar, and keep track of their high score simulation. Up to ten unique profiles will be supported. As operators interact with the tool from Task 5.2, they will be able to change treatment process variables and see the impact on process settings (such as the impacts of changing MLSS and wasting rates on the SRT), process performance (such as effluent quality and nutrient profiles), process efficiency (such as chemical use and energy use per unit flow treated) and solids generation (i.e., primary solids and WAS generated per unit flow treated). The game score will be determined by the scoring algorithm developed in Task 6.

The gamified user interface is expected to increase operator engagement with the process model and allow them to easily interact and extract valuable insights from mechanistic process models, which are typically not intuitive or user-friendly and have a steep learning curve. There will be some limitations to this as SVI is specified by the modeler and not predicted based on mechanistic equations in SUMO. Therefore, that portion of the score would have to be determined by the user-entered value.

### Task 5.4 Replace Uncalibrated Model With Calibrated Model

When the BioWin model has been calibrated, the SUMO model will also be adjusted to match the performance of the BioWin model. The results of this conversion and verification will be presented to

City staff in a virtual meeting. Then, the uncalibrated SUMO model in the mechanistic digital twin will be replaced by the calibrated version, resulting in more accurate and representative predictions.

### Task 5.5 Review Process Model

Approximately two months after deployment of the calibrated model, a virtual meeting with key stakeholders will be held to obtain operator feedback. Approximately 40 hours of additional development time will be included for operational enhancements to make the tool more useful.

**Task 5 Deliverables:**

- Uncalibrated SUMO model.
- Mechanistic process digital twin tool hosted by Hazen as a web-application. The web app will be geared for what-if process simulation and operator training with gamified features to promote engagement.
- Calibrated SUMO model.
- A presentation of the SUMO model calibration compared to the BioWin calibration.
- A two-hour recorded training course on using the process model.
- A follow-up virtual meeting 2 months after delivery to discuss user engagement and opportunities for improvement. 40 development hours are included in this scope.

## Task 6. Process Advisor Tool

The goal of this task will be to build a Process Advisor Tool. The Process Advisor Tool includes an Influent Flow and Load Prediction Model, the mechanistic Process Model from Task 5, an equipment Setpoint Model, developed in this task, and development of an optimization algorithm and Optimization Tool to balance competing objectives in secondary treatment. This tool will take the mechanistic model from an offline training tool to a near real-time process advisory tool to guide operation of the secondary treatment system. The output of the tool will be hourly recommendations for airflow, DO/aeration setpoints, wasting rates, internal recycle rates and return activated sludge flow rates, and predicted energy and chemical consumption, SVI, and effluent quality. The following tasks are envisioned to develop the Process Advisor that leverages both mechanistic and data-driven components.

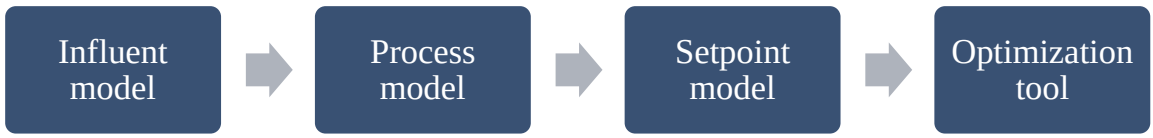
The first step in real-time system optimization is knowing what flow and loads are entering the PRWRF. While the process model in Task 5 is invaluable as a training tool, it is not linked to live data and does not know the influent conditions entering the PRWRF. Those conditions will be predicted using a data-driven model.

A data-driven Operational Setpoint Model is recommended to address three issues that mechanistic models alone cannot solve. First, mechanistic models don’t always represent real-world conditions accurately. They are simplifications of a more complex environmental system. Second, mechanistic

models often cannot directly incorporate live sensor data, which is also one of the most valuable indicators of real-world conditions. For example, the PRWRF has ammonia sensors near the end of the aerobic zone in the oxidation ditches. However, neither SUMO nor BioWin allows the user to specify the ammonia concentration at a given location in the process, this can only be specified on the influent. Therefore, it is not possible to use the sensor data in the process model directly. Third, mechanistic models to predict sludge settling properties from easily and routinely measured wastewater variables do not exist. Given that SVI is critically linked to secondary treatment capacity, some site-specific understanding of factors contributing to good/poor settling should be incorporated into operational decision making and optimization.

To address these limitations and gaps, a more robust representation of the system using a hybrid model that incorporates the mechanistic (SUMO) model and data-driven models of unknowns is recommended. Here, unknowns are things we would like to be able to predict like effluent ammonia, nitrate, orthophosphate, chemical feed quantities, energy use, SVI, and suggested internal flow rates like WAS, RAS, and nitrified recycle.

Before describing the tasks involved in this hybrid model development (Process Advisor Tool), it is important to understand the overall workflow and how the Process Model from Task 5 fits in. A flow diagram of the various components of the Process Advisor is shown in the figure below.




1. Influent Model (Task 6.1)

    a. Data-driven models will predict influent flow and load for the following day. This operation will run once a day around 10 pm.

    b. That average daily value for each parameter (flow, BOD concentration, etc.) will be converted to an hourly flow/concentration value using known diurnal flow and loading curves for PRWRF starting with midnight the following day, and running 12 am to 11 pm.

2. Process Model (Task 5)

    a. A dynamic 24-hour simulation using the Process Model will then ensue. The Process Model will emulate the operational control strategies used at the PRWRF. For example, if air is added to maintain a specific DO setpoint, that same approach will be modeled in SUMO.

b. Outputs such as energy and chemicals used and effluent characteristics from the Process Model will then become inputs to a data-driven model (the Setpoint Model).

c. This dynamic model will run from approximately 10:30 pm to 11:30 pm the night before the day it predicts values for.

3. Setpoint Model (Task 6.2). This data-driven model will run once an hour starting at midnight. Additional inputs to the data-driven model will include live sensor data.

    a. The Setpoint Model will recommend equipment setpoints for internal plant flows, DO, and airflow.

    b. The Setpoint Model will also predict effluent quality, energy and chemical use along with SVI.

    c. Optimization Tool (Task 6.3)

        i. A scoring algorithm that assigns targets, weights, and penalties to key variables will be developed. It is envisioned that this algorithm will include up to 8 variables: effluent ammonia, nitrate, total nitrogen, total phosphorus, and organic nitrogen; SVI, energy use for secondary treatment, and alum use.

        ii. An optimization algorithm will be applied to the scoring algorithm to maximize a daily score.

        iii. Each hour, a Python script will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions.

        iv. The resulting variable values from the highest scoring algorithm will be returned hourly and displayed as a recommendation in the Power BI visualization tool (Task 3).

## Task 6.1. Develop Influent Flow and Load Prediction Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting influent flow and loading (COD, BOD, ISS, TKN, ammonia, TP). This step includes adding variables to the dataset to account for time lags in the system. Additional variables will be added and/or created as needed to predict hourly flows for the next 24-hours such as forecasted rainfall and streamflow. These influent flow and load predictions will be used as inputs to the mechanistic model. The mechanistic model will also receive information originating in SCADA (via a secure route established in Tasks 1-3) to specify the number of primary and secondary clarifiers in service, and the SVI from real data.

Up to eight algorithms will be developed to predict the following:

1. Average daily COD and BOD concentration today as a function of past values taking into account expected delays in laboratory data. If BOD is more accurate, COD (needed for the mechanistic model) will be estimated using the predicted BOD value and a fixed COD:BOD ratio. COD and BOD will be modeled as two separate variables, since they are expected to be predicted using distinct sets of predictor variables.
2. Average daily TSS concentration today as a function of past values. This will be converted to ISS (needed for the mechanistic model) using a fixed VSS:TSS influent ratio.
3. Average daily TKN and ammonia concentration today as a function of past values taking into account expected delays in laboratory data. If ammonia is more accurate, TKN (needed for the mechanistic model) will be estimated using the predicted ammonia value and a fixed ammonia:TKN ratio. Ammonia and TKN are being counted as two separate variables, since there may be differences in the approaches utilized to predict each of them.
4. Average daily TP concentration today as a function of past values.
5. Average daily Alkalinity concentration today as a function of past values.
6. Average daily influent flow.

The accuracy of these models and prediction approach will be considered to determine which models and approaches are best suited for deployment. For example, if the accuracy of the TKN model is poor but BOD is high, then TKN could be estimated from the BOD estimate and an average BOD:TKN ratio from historical data. It is assumed that a normalized diurnal flow and loading curve will be used to convert the daily average values to hourly values. For wet weather flow predictions, a more sophisticated predictive model could be developed under another scope. For this exercise, a simplification will be made to identify above average daily influent flow predictions as “wet weather,” and replace the normalized diurnal flow pattern with one wet weather hydrograph of the City’s choosing.

## Task 6.2. Develop Operational Setpoint Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting 16 operational setpoints and/or effluent parameters one hour in the future including but not limited to effluent ammonia, nitrate, organic nitrogen, and TP; and SVI, alum use, energy use for secondary aeration, RAS flow, internal recycle flow, DO setpoints, and airflow setpoints. This step includes adding variables to the dataset to account for time lags in the system. Outputs from the mechanistic model will also serve as inputs to this model. One Python model with up to sixteen outputs will be developed.

The accuracy of the Setpoint Model at predicting each output value will be presented and assessed. If a desired target is not accurately predicted, additional variables will be added and attempts will be made to optimize the accuracy of the model. A reasonable degree of accuracy is an $R^2$ value of approximately 0.7, but this may be adjusted depending on the mean absolute error relative to the average value of each parameter. Up to three iterations of model refinement to improve accuracy will be attempted. Variables with poor predictive accuracy will not be deployed in the final model.

It is anticipated that the XGBoost model will be utilized for this project. For simplification, each model will have the same independent variables weighted differently.

Hazen

Model quality and accuracy will also be evaluated using subject matter expertise, feature importance tables, and SHAP plots, which seek to explain the most important variables in each model and their directionality on the predicted variable. This is to verify that the logic in the model is appropriate.

## Task 6.3. Create Scoring Algorithm and Optimization Tool

**Scoring Algorithm.** A scoring algorithm will be developed and deployed for assessing current performance (as part of Task 3) and identifying potential optimization solutions to provide actionable insights to plant operations staff (as part of Task 6). This algorithm will incorporate competing goals and appropriately weigh the outcomes. Hazen will solicit feedback from the City of Santa Fe to assign weights to different process goals, such as effluent ammonia, effluent phosphorus, chemical use, energy use, etc.

An example scoring algorithm for another facility is shown below.

| Parameter | Average | Target | Weight |
|---|---|---|---|
| Effluent Ammonia (mg/L) | 0.08 | 0.1 | 5 |
| Effluent Nitrate (mg/L) | 0.9 | 1.0 | 0.8 |
| Effluent TP (mg/L) | 1.3 | 1.4 | 1.2 |
| Effluent Organic Nitrogen | 0.9 | 0.9 | 0.5 |
| SVI (mL/g) | 83 | 90 | 0.004 |
| Blower Energy (kW) | 1508 | 1300 | 0.000003 |
| Alum (gpd) | 765 | 700 | 0.00001 |
| Methanol (gpd) | 842 | 485 | 0.00005 |

Three example values and point scores are shown below. In Example 3, the nitrification points are assigned as follows: (target – value)$^2$ x weight = (0.1-0.08)$^2$*5 = 0.002. This approach, developed with a holistic approach to treatment, allows the value of various treatment components like nitrification, denitrification, phosphorus removal, and settling properties to be compared with a single score.

| Example | Ammonia | Nitrate | TP | SVI | Blower Energy | Alum | Methanol | Organic N |
|---|---|---|---|---|---|---|---|---|
| 1 | 0.4 | 1.5 | 1.6 | 110 | 2000 | 1000 | 1200 | 1.1 |
| 2 | 0.2 | 1.1 | 1.5 | 100 | 1500 | 850 | 720 | 1 |
| 3 | 0.08 | 0.8 | 0.6 | 80 | 1000 | 400 | 400 | 0.8 |

| Example | Nitrification Points | Nitrate Points | TP Points | SVI points | Energy Points | Alum Score | Methanol Score | Organic N Score | Total Score |
|---|---|---|---|---|---|---|---|---|---|
| 1 | -0.4500 | -0.4000 | -0.2400 | -1.6000 | -1.4700 | -0.0030 | -0.0036 | -0.1000 | -4.3 |
| 2 | -0.0500 | -0.0800 | -0.1200 | -0.4000 | -0.1200 | -0.0015 | -0.0012 | -0.0500 | -0.8 |
| 3 | 0.0020 | 0.1600 | 0.9600 | 0.0400 | 0.0009 | 0.0030 | 0.0004 | 0.0500 | 1.2 |

The weights assigned to the competing goals will be tailored specifically to the PRWRF. The algorithm will assign points (or rewards) or penalties based on whether the process meets the treatment goals and the degree to which those goals are being met, exceeded, or unmet. Up to two versions of the weights can be programmed, for examples if there is a seasonal component to account for differences in seasonal permit limits or fundamental seasonal changes in operational paradigms, or to represent two operational philosophies—one that weighs regulatory compliance without regard for cost, and a second that incorporates energy and cost savings.

This scoring algorithm will be used to assess the current performance of the process alongside the visualization tool in Task 3. It can also be applied to past data where all required information is available. This historical data can be searched and filtered to identify days similar to the present to see how past performance was scored, giving the operator access to the operational setpoints that led to the best and worst outcomes in the past to aid in decision-making. Ultimately, it will be integrated with the completed hybrid (mechanistic + data-driven) tool developed in Task 6, which will automate the process. However, it will be available to operators sooner in a manual, data-driven historical data search format under Task 3.

**Optimization Tool.** The Optimization Tool involves writing a Python script that will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions. This will happen each hour. The optimization algorithm will allow effluent variables to vary within an acceptable range (e.g., ammonia between 0.05 mg/L and 0.3 mg/) while predicting the behavior of the other variables in the optimization algorithm until a maximum score is achieved. The resulting variable values from the highest scoring algorithm will be returned hourly to the display layer in the Power BI visualization in Task 3 as a recommendation.

A Python script will also record the same values of those operational variables alongside the recommendation, so that after six months the recommendations can be compared with actions. The goal is to see how much the two programs are alike and different, and to build trust in this control strategy. Those two variables can be visualized side-by-side in the Power BI visual provided as Part of Task 3. The point is to build a database of advisory guidance to compare to actual control strategies. In this scope, the recommendations will never advance beyond an advisory tool, but if PRWRF staff like the results and trust the results, these recommendations could be integrated into a control strategy at an additional cost.

### Task 6.4. Deploy Process Advisor Tool

Both the mechanistic and data-driven models need to be deployed in a digital cloud environment as a workflow. This includes the Influent Model, the Process Model, and the Operational Setpoint Model. As stated earlier, the Influent Model will run once a day at a fixed time, while the other two will run hourly in a sequence. This workflow also involves obtaining other necessary information from SCADA for the Process and Operational Setpoint Models such as the number of primary and secondary clarifiers in service, instrumentation data, the number of basins in service, etc.

The SQL data foundation (Task 1) will be leveraged to securely prepare the required inputs and store the outputs from each model in the sequence. SQL, Python, PowerQuery and/or other scripts will be used to move this information through the workflow. The following views in SQL are expected:

- Prepared data for influent models (8 views updated daily)
- Hourly diurnal flow and load curves for COD/BOD, TKN, TP, TSS, flow, and alkalinity (6 views that do not need to be updated)
- Output from mechanistic model (1 view updated daily)
- Prepared data input for Setpoint Model (1 view updated hourly)
- Output from Setpoint Model (1 view updated hourly)

This will be a Hazen-hosted Azure environment that will display the recommended operating points to the City via the Power BI dashboard (Task 3). This workflow is expected to take up to two hours to complete daily. Hosting fees will be estimated during the course of the project and communicated to the City. While there are no markups, the fees will be an ongoing expense for the City. Success of this step is predicated upon being able to obtain the proper data connectivity linkages described earlier in the scope.

## Task 6.5. Documentation and Training

Hazen will develop a 20-page memorandum documenting the model development and deployment process. An appendix will contain a figure showing the accuracy of each data-driven model on a scatter plot of predicted versus observed values, a feature importance plot, and a SHapley Additive exPlanations (SHAP) plot. This single page document of each model will visually convey its accuracy and the importance and directionality of the independent variables.

Each step of the workflow (Influent Model, automated running of the Process Model, and the Setpoint Model) will be tested and the results shared with the City. Each step will be operated in a test mode and monitored for 30 days by Hazen staff, which will review the results on a weekly basis. During this time period, City staff will also have access to the visualization of results. Following the 30-day test, a virtual meeting will be held to discuss any feedback. Approximately 40 hours of additional development work are allocated for any modifications, and upon completion, the model will be considered complete.

A two-hour virtual training presentation will be held and recorded for PRWRF staff. This presentation will review the content of the technical memorandum and walk users through how to view the results of the models in the Power BI platform. An additional 40 hours of maintenance work to be allocated over the following 6 months are also included. Any additional effort beyond that will require a new scope and fee.

**Task 6 Deliverables:**

- Three additional Power BI pages displaying the recommendations from Process Advisor Tool.
- Azure workflow to sequentially run models and store model outputs.
- Scoring algorithm to enable assessment of current process performance and operate the Optimization Tool.

- 20-page technical memorandum.

## **Task** 7**.** Data-Driven E. coli Model

PRWRF staff may wish to explore additional data-driven modeling outside of secondary treatment and the Process Advisor workflow. This scope item is included to account for one additional data-driven model, which can be developed and deployed as part of Task 3 (alongside the Task 6 deployment of the Process Advisor tool). It is anticipated that the City would like to develop a model to predict E.coli values one day in advance.

The technical approach will be similar to the influent concentration and load model development in Task 6.1. However, it is included separately from Task 6 because the outputs of the models developed under Task 6 could potentially be used as input variables for this model, and it is also anticipated that this model will utilize different independent variables from the models in Task 6, necessitating additional effort. The model in this task is anticipated to include other variables such as secondary effluent characteristics, which would not be appropriate to include in the influent model prediction and a downstream measurement cannot predict an upstream value.

The accuracy of this model will be evaluated using the same approaches described in Task 6. If acceptable accuracy is achieved, this model will be deployed alongside the Process Advisor Tool in Task 6.

A 10-page technical memorandum summarizing the development of this model will be provided. A two-hour virtual training session with City staff will be included and recorded to summarize the model development and document the functionality of the tool and its intended use.

**Task 7 Deliverables:**

- One additional Power BI page displaying the E. Coli predicted value for the following day.
- Azure workflow to sequentially run models and store model outputs.
- A 10-page technical memorandum summarizing the development of this model.
- 2-hour virtual training workshop.

## Meetings

As described above, Hazen will host six (6) virtual progress meetings and three (3) virtual workshops during the course of this task order. The progress meetings will be aimed at providing progress updates to the City as well as soliciting necessary feedback from the City on forthcoming deliverables. The workshops will focus on process staff and operator training in using the mechanistic process digital twin initially, and the Process Advisor Tool ultimately. While the exact agenda for the meetings may be modified in accordance with tool status or priorities for discussion or feedback, the meetings and workshops are broadly expected to cover the following:

| Virtual Meeting / Workshop Number | Associated Tasks | Broad Meeting / Workshop Topic |
|---|---|---|
| Meeting 1<br>(May be up to 5 meetings 1.1, 1.2, 1.3, 1.4, 1.5) | 1 | Meeting with IT or Other City Staff as Needed for Data Sharing, Access and Continuous Updates |
| Meeting 2 | 2 | Meeting to Review Data Flow and Data Cleaning Efforts |
| Workshop 1 | 3 | Review General Data Visualization Tool (Power BI) and Gain Feedback for Finalization of Custom Pages |
| Meeting 3 | 3 | Meeting to Solicit City Inputs on Operational Guidance Pages |
| Meeting 4 | 4 | Meeting to Review Control Strategies |
| Meeting 5 | 5 | Meeting to Train PRWRF Staff on Process Twin Web Application |
| Meeting 6 | 5 | Meeting to Obtain Operator Feedback on Calibrated Twin |
| Workshop 2 | 6 | Workshop to Review Final Tools (Power BI and Web-App) with City |
| Workshop 3 | 7 | Progress Workshop for Data-Driven E.coli Modeling and Integration into Tools |

## Schedule

The figure on the following page provides a summary of the timeline for the proposed tasks. The timeline provided here assumes the completion of Task 1.1 as Time “Zero”, i.e., the timeline of months provided in the figure below is contingent upon the completion of the data warehouse set-up

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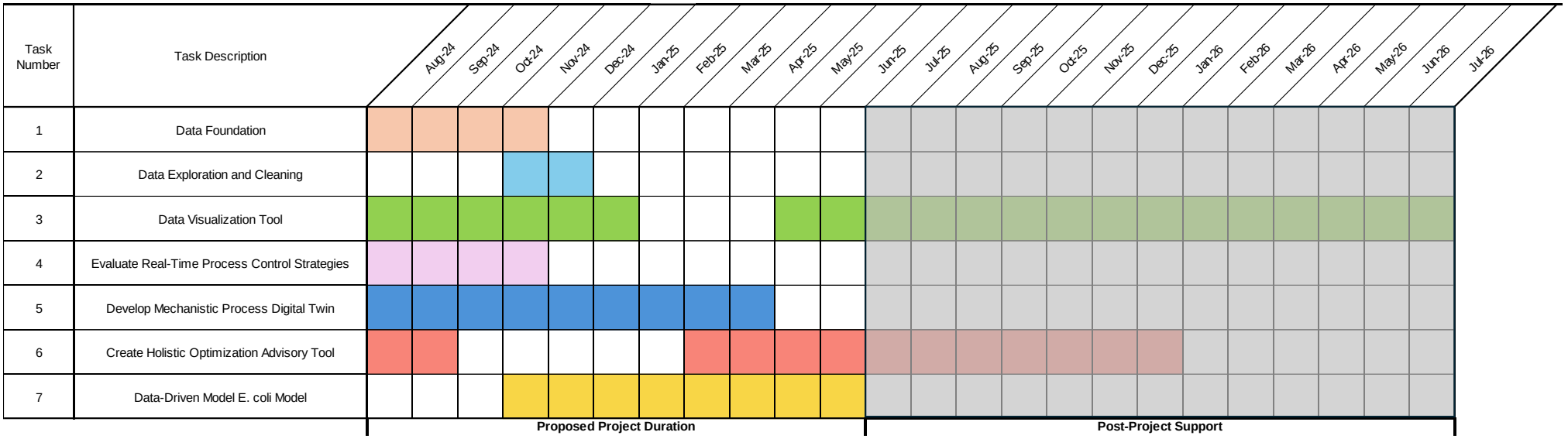
Task Number
Task Description
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
1
Data Foundation
2
Data Exploration and Cleaning
3
Data Visualization Tool
4
Evaluate Real-Time Process Control Strategies
5
Develop Mechanistic Process Digital Twin
6
Create Holistic Optimization Advisory Tool
7
Data-Driven Model E. coli Model
Proposed Project Duration
Post-Project Support

Hazen

## Assumptions

1. For the data-driven modeling portion, at least 3 years of historical daily influent and effluent flow and concentration data for predicted parameters is available for analysis. Daily E. coli measurements and secondary effluent quality data are required for Task 7.

2. For the data-driven modeling portion, at least 6 months and preferably longer of historical hourly operational and flow data for predicted parameters is available for analysis. This includes but is not limited to DO analyzer readings, airflow measurements, blower/aerator energy use, SVI (daily is okay), nutrient analyzer readings, RAS flow, influent flow, WAS flow, and internal recycle flow. This time period must overlap with the above.

3. Microsoft Azure shall be the Cloud-based environment for digital tool deployments.

4. Santa Fe will access all deployments through HazenCloud, which is a Hazen-hosted Azure space. Hazen issues credentials to individual users and organizations.

5. Data acquisitions and connections can be made within two months (Task 1.1). If this timeline is not possible, the rest of the schedule will need to be adjusted accordingly.

## Budget

The proposed not-to-exceed budget to provide the services described herein is $1,120,550. However, the $144,852 remaining in the budget for Task 700 – Digital Twin has been applied as a credit to result in a budget authorization request of $993,892.

Attachment 1 provides a budget breakdown for Task 1 – 7. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

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## Attachment 1: Proposed Budget

| | | Total | Fee | | |
|---|---|---|---|---|---|
| Task | Description | Hours | Labor | Expense | Total |
| 1 | Data Foundation | 716 | $143,187 | | $143,187 |
| 2 | Data Exploration and Cleaning | 324 | $73,591 | | $73,591 |
| 3 | Data Visualization Tool | 673 | $124,844 | $1,000 | $125,844 |
| 4 | Evaluate Real-Time Process Control Strategies | 232 | $54,450 | | $54,450 |
| 5 | Develop Mechanistic Process Digital Twin | 992 | $263,499 | $2,000 | $265,499 |
| 6 | Create Holistic Optimization Advisory Tool | 1700 | $389,567 | $2,400 | $391,967 |
| 7 | Data Driven E. coli Model | 275 | $66,011 | | $66,011 |
| | Credit for Budget Remaining in Task 700 | | ($144,852) | | ($144,852) |
| | Subtotal Including Credit | | | | $975,698 |
| | NMGRT (8.1875% of Labor) | | | $18,193 | $18,193 |
| | TOTAL | 4,912 | $970,298 | $23,593 | $993,892 |

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# City of Santa Fe, NM
# Paseo Real WRF Onsite Operational Support
# Scope of Work

## 1. Project Understanding

The City of Santa Fe (the City) has requested a scope from Hazen and Sawyer (Hazen) to provide onsite operational support at the Paseo Real Water Reclamation Facility (PRWRF). The City has requested full-time support for two months followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026.

## 2. Personnel

Hazen and Sawyer proposes the following staff for this assignment:

- Tom Pfiester – Grade A Wastewater Treatment Operator licensed in Texas and Florida with 21 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Pfiester most recently served as Assistant Director of Wastewater Operations for Miami-Dade County.

- TJ Lynch – Grade IV Wastewater Treatment Operator licensed in North Carolina and Virginia with 31 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Lynch most recently served as Assistant Director of Raleigh Water.

- Charlie Leder – Level 4 Wastewater Treatment Operator licensed in New Mexico with 47 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Leder most recently served as Manager of Plant Operations for the Albuquerque Bernalillo County Water Utility Authority.

## 3. Scope of Services

Hazen staff will serve as an extension of the City's staff to support the operation of PRWRF. Hazen staff will provide the following services while stationed at the PRWRF:

- Regularly meet with City staff to assess operational challenges and goals.
- Review and reinforce PRWRF operational and regulatory requirements with City staff.
- Provide suggestions to improve plant operations and treatment efficacy.
- Provide hands-on troubleshooting support.
- Help develop Standard Operating Procedures (SOPs) and other operational guidelines.
- Coordinate with other Hazen staff to keep them apprised of onsite activities and new developments.

## 4. Schedule

The budget is based on the following schedule assumptions.

- Mr. Pfiester will be stationed at PRWRF full-time July 24, 2024 through September 27, 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026. During the part-time phase, he will make one 1-week trip to PRWRF per month. The budget includes an additional three weeks of onsite support so Mr. Pfiester can spend four consecutive weeks onsite during the period spanning October 1, 2024 to September 30, 2026. The timing of the 4-week trip will be coordinated by the City and Hazen.

- Mr. Leder will be stationed at PRWRF part-time (50%) during September 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026.

- Mr. Lynch will periodically visit PRWRF up to four (4) times between September 1, 2024 and September 30, 2026 to provide additional onsite support.

## 5. Assumptions

The following assumptions have been made in preparing the Scope of Work.

- Hazen staff will not function as the PRWRF Operator-in-Charge. Hazen's role is limited to operations support by providing assistance and suggestions as defined above. Neither Hazen nor individual Hazen staff assume liability for regulatory compliance.
- Monthly Operating Reports (MORs) will be reviewed, signed, and submitted by City staff. Hazen staff will not sign MORs or other regulatory documents.

## 6. Budget

The proposed not-to-exceed budget to provide the services described herein is $1,050,000. Attachment 1 provides a budget breakdown. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, car rentals, other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

## Attachment 1: Proposed Budget

| | | Total | Fee | | |
|---|---|---|---|---|---|
| **Task** | **Description** | **Hours** | **Labor** | **Expense** | **Total** |
| 1 | Full-Time Support | 396 | $108,196 | | $108,196 |
| 2 | Part-Time Support | 2,643 | $749,478 | | $749,478 |
| 3 | Project Management | 50 | $15,541 | | $15,541 |
| 4 | Expenses Allowance | | | $105,291 | $105,291 |
| | Subtotal | | $873,215 | $105,291 | $978,506 |
| | NMGRT (8.1875% of Labor) | | | $71,494 | |
| | **TOTAL** | **3,089** | **$873,215** | **$176,785** | **$1,050,000** |

# Hazen and Sawyer - Emergency Determination

Final Audit Report 2024-11-16

| | |
|---|---|
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| By: | Kristy Miera (kamiera@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA2hi0Pis0UBxON4Xg5s3lhXjePcNEBt09 |

## "Hazen and Sawyer - Emergency Determination" History

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Agreement completed.

2024-11-16 - 5:04:27 PM GMT

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Item#_____
Munis Contract#_3204638
Original Contract Item# 24-0299
SWPA/GSA/Coop/RFP/ITB #: Emergency

**CITY OF SANTA FE**
**AMENDMENT NO. 1 TO**
**PROFESSIONAL SERVICES CONTRACT**
**ITEM# 24-0299**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Professional Services Contract, dated April 11, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Hazen & Sawyer (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, Contractor has agreed to provide Engineering Support Services to assist in bringing the Paseo Real Wastewater Reclamation Facility back into compliance with its NPDES permit.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Contract is amended to add the following additional tasks to the existing Scope of Work:

Additionally, the Contractor shall provide the following Services:

**Task 1 – Paseo Real WRF Asset Inventory and Condition Assessment**

A summary of the major elements of this task order is listed below:

- Review of existing data and records
- Data validation and acceptance – establishing the limits and hierarchy of what to include in asset inventory,

establishing asset definitions and attribute information

- Asset inventory and condition assessment field work – creating data collection forms and performing onsite inventory and condition assessment
- Establishment of an Asset Register
- Evaluation of expected useful / remaining life of assets and replacement cost data for assets
- Development of level of service goals and key performance indicators
- Development of a maintenance planning strategy
- Establishing an asset risk framework and risk scoring criteria for assets
- Development of an asset insights dashboard

A detailed Scope of Work for this Task 1 is listed in Exhibit B.

**Task 2 – Production of a Digital Twin Process Model**

The City desires to develop a tool (or tools) that allows process engineers and plant operators at the Paseo Real Water Reclamation Facility (PRWRF) to visualize process data, assess plant performance as well as gain usable and actionable process optimization insights in close to real-time. City staff also noted that the ability to assess the impacts of operational changes (i.e., what-if or scenario analyses) on performance and ability to meet compliance requirements would be critical. Under this Task, Hazen will provide technical support services to advance the City's data visualization and process optimization initiatives. This task is broken into six major tasks: dataflow development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

A detailed Scope of Work for this Task 2 is listed in Attachment C.

**Task 3 – Paseo Real WRF Onsite Operational Support**

The City of Santa Fe (the City) has requested a scope from Hazen and Sawyer (Hazen) to provide onsite operational support at the Paseo Real Water Reclamation Facility (PRWRF). The City has requested full-time

support for two months followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026.

Hazen staff will serve as an extension of the City's staff to support the operation of PRWRF. Hazen staff will provide the following services while stationed at the PRWRF:

- Regularly meet with City staff to assess operational challenges and goals.
- Review and reinforce PRWRF operational and regulatory requirements with City staff.
- Provide suggestions to improve plant operations and treatment efficacy.
- Provide hands-on troubleshooting support.
- Help develop Standard Operating Procedures (SOPs) and other operational guidelines.
- Coordinate with other Hazen staff to keep them apprised of onsite activities and new developments

A detailed Scope of Work for this Task 3 is listed in Attachment D.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $2,666,930.00 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed five million three hundred eighty four thousand nine hundred and thirty dollars ($5,384,930.00), including gross receipts tax. The total amount payable to the Contractor under this Contract including gross receipts tax and expenses, shall not exceed $5,384,930.00 (five million three hundred eighty four thousand nine hundred and thirty dollars). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

C. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
Alan Webber, CITY MAYOR

DATE:_____

CONTRACTOR:

Greg Gates (Oct 30, 2024 11:52 MDT)
Greg Gates, Vice President

DATE: Oct 30, 2024

CRS# 03-405247-00-0

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 30, 2024 13:12 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER
_____
FINANCE DIRECTOR

Hazen

# City of Santa Fe, NM
# Paseo Real WRF Asset Inventory and Condition Assessment
# Scope of Work

## 1. Project Understanding

The Paseo Real Water Reclamation Facility (PRWRF) is owned and operated by the City of Santa Fe, New Mexico (CITY). The PRWRF has a permitted capacity of 13 million gallons per day (mgd), average day maximum month flow. PRWRF effluent is discharged into the lower Santa Fe River and can also be conveyed to non-potable reuse customers.

The CITY has requested a scope from Hazen and Sawyer (Hazen) for the development of an Asset Management Plan (AMP) for the PRWRF Facility. In parallel, Hazen has been supporting the City in the selection and procurement of a Computerized Maintenance Management System (CMMS) software product. The City has negotiated a contract with OpenGov to purchase and implement OpenGov's Asset Management environment for the following asset groups:

- Water Distribution
- Water Treatment
- Wastewater Treatment
- Wastewater Collection / Sanitary Sewer
- Transportation
- Parks and Recreation
- Stormwater

This scope of work will include asset inventory and attribute data development, field verification of the inventory along with physical condition assessment, development of risk scoring criteria, identifying level of service goals, asset cost analysis, and development of a 10-year capital improvement plan for the PRWRF Facility (wastewater treatment group). This task will lay the foundation for future asset management endeavors by establishing the following:

- Defining an "asset"
- Defining and assigning asset attributes
- Defining asset hierarchy
- Developing an asset inventory
- Performing a physical condition assessment
- Developing the risk scoring criteria (for likelihood of and consequence of failure scores)
- Developing the levels of service (LOS) that will help drive a prioritization of risk-based CIP projects and are focused on helping the CITY meet its LOS
- Creating a prioritized list of CIP projects based upon defensible risk scores and LOS

The database developed during this task (outside of CIP development), will be used to populate the CMMS system. Hazen acknowledges that both efforts are simultaneously occurring and will work to ensure that development and incorporation of data into the CMMS system is as seamless as possible.

The major elements of this task order are summarized below:

- Review of existing data and records
- Data validation and acceptance – establishing the limits and hierarchy of what to include in asset inventory, establishing asset definitions and attribute information
- Asset inventory and condition assessment field work – creating data collection forms and performing onsite inventory and condition assessment
- Establishment of an Asset Register
- Evaluation of expected useful / remaining life of assets and replacement cost data for assets
- Development of level of service goals and key performance indicators
- Development of a maintenance planning strategy
- Establishing an asset risk framework and risk scoring criteria for assets
- Development of an asset insights dashboard

The scope of work is detailed in the following section.

## 2. Scope of Services

The Scope of Services for this task order includes the following tasks:

### Task 1 – Project Management

Hazen will perform the following project management activities associated with this effort:

1. Project Management – Task consists of ensuring performance of the work follows the agreed upon scope, budget, and schedule (estimated 12 months).
2. Submit monthly invoices and associated progress reports
3. Project Kickoff Meeting – The purpose of the meeting will be to:
    - Identify the key project personnel and contact information.
    - Review the project scope of services and project schedule
    - Review and discuss coordination with the CITY staff, treatment plant operations staff, and other supporting key staff.
    - Discuss the requested existing data, information, and materials CITY will provide
4. Conduct regular progress meetings with CITY project manager
5. QA/QC – Hazen will incorporate a robust QA/QC procedure of all data collected, placed in the asset register, and all deliverables provided to CITY.

All data developed for the CITY as part of this project, including mapping, asset attributes, inventories, CIP plans and anything else generated by the project, is the property of the CITY and will be available to the CITY in electronic format. Hazen will keep the CITY informed of the project progress and will notify the CITY of issues that arise which could potentially affect the schedule, scope, or budget. Any work outside this scope of work will only be performed following written approval by the CITY.

**Task 1 Deliverables**

- Monthly Invoices with Project Status Reports
- Kickoff Meeting Draft Agenda and Meeting Minutes
- Progress meetings minutes

- Any data generated during the project (draft (at the request of the CITY) or final (all final data to be given to the CITY)).

## Task 2 – Data Review, Validation, and Acceptance

Prior to beginning this task, Hazen will submit a request for information (RFI) that includes existing asset information from the current CMMS system, process and instrumentation-related information from SCADA, and record drawings. These details are anticipated to be submitted in digital format for ease of analysis and inclusion in the condition assessment form. This task shall consist of the following services:

1. Hazen will evaluate the information provided by the CITY in response to the RFI
2. Hazen will use industry standards and confer with the CITY during a workshop to establish definition of an "asset" to be included in the inventory phase of the project.
3. Hazen will establish asset types and subtypes to develop a final nomenclature to move forward for the asset inventory phase of the project.
4. Hazen will propose to the CITY a standard asset hierarchy and classifications for various asset types, including name and numbering methods, based on industry standards. The CITY will be given an opportunity to comment on the hierarchies and suggest changes to it during a workshop.
5. Hazen will host a workshop with the CITY to gain input from the CITY and to use that to determine what attribute information will be collected on each class and subclass of assets. At a minimum, each asset must have an asset ID, name, location, condition, useful life remaining, type, material, size, and replacement cost. Additional attributes could include: manufacturer, serial number, capacity, flow rate, dimensions, installation date, operating status, as well as many others. Following the meeting Hazen will provide the CITY with a list of attribute information for the CITY's review. The CITY will approve the list before data collection occurs.

**Task 2 Deliverables**

1. Asset Inventory Draft Determination
    - Definition of an "asset" for each class and subclass of assets
    - Asset hierarchy in a flow diagram
    - List of asset types and subtypes in a spreadsheet

## Task 3 – Asset Hierarchy and Asset Register Development

This task focuses on developing a comprehensive asset hierarchy and asset register for the PRWRF.

1. Designate Qualifying Assets – Hazen will conduct a workshop with CITY stakeholders to finalize the list of qualifying assets based on the preliminary list developed in Task 2.
2. Define Asset Hierarchy – Following the designation of qualifying assets, the workshop will continue to establish an appropriate asset hierarchy, ensuring all assets within the PRWRF are included. The asset hierarchy and the asset register will include the following components:
    - Asset Definition: Compile asset definitions using existing PRWRF asset lists and assets identified in Task 2.

- Asset Class: Group assets by type, functions, useful life, and pricing attributes (e.g. size, material, power).
- Data Standards: Establish data attributes required to support asset management needs.

3. Asset Register Development – Hazen will create the asset register using a hierarchical structure with "parent-child" relationships, allowing the CITY to navigate the database easily and extract information at various levels.

**Task 3 Deliverables**

- Asset Hierarchy
- Preliminary Asset Register with all identified assets, all available asset attribute information, photos of all visible assets, unique asset ID numbers, asset names that are known by staff (Microsoft Excel). This information will be provided to OpenGov as soon as available for use in initiation and validation phases.

## Task 4 – Asset Inventory and Condition Assessment

This task includes the desktop and field work required for the asset inventory and condition assessment. Following completion of Task 2, Hazen will create an asset inventory in digital format that includes all asset types and subtypes with relevant attributes, as well as a condition assessment form. This task shall consist of the following services:

1. Hazen will develop a digital survey and condition assessment form to collect and assess asset data in the field.
    - Hazen will develop a physical condition framework for each asset type by discipline (civil/structural, HVAC, mechanical, and electrical/I&C) using the International Infrastructure Management Manual (IIMM) as a guideline to be used to assess condition during field verification. Hazen will share the draft condition assessment process with the CITY and the CITY will have a chance to comment and input on the process. Field personnel familiar with the assets will be invited to the meeting and their input will be considered in this process.
    - Hazen will include all asset attributes in forms that should be collected for each asset type Such as Collector 123, Fulcrum, or a similar platform which the City can utilize in the future independently.
    - Hazen will include the asset type, subtype, and hierarchy as fields to be populated in the digital form.
2. Hazen will create an asset register template that includes all asset types and subtypes with defined attributes. The asset register will also contain physical condition-related attributes.
3. Hazen will pre-populate available information from the obtained data. The information will be verified and updated during the field inspection, along with a physical condition score.
4. Hazen's field team will comprise specialists in civil/structural, HVAC, mechanical, and electrical/I&C.
5. Hazen will perform a visual condition assessment of each asset. The goal of the condition assessment is to identify the current state of assets with a condition score allowing estimation of the assets' remaining useful lives.

6. Hazen will design the Santa Fe WRF Asset Insight Dashboard user interface along with a data model and share with the CITY project manager before proceeding. Upon user interface approval, Hazen will develop the following four visual reports:

    - Home – Page navigation and a visual overview of the WRF assets.
    - Summary – Overview of asset count, condition, location, risk, useful life, and renewal needs.
    - Asset Details – Detailed view of asset attributes, inspection photos, and deterioration curve.
    - Asset Condition – View asset condition statistics by condition score and installation decade.

    All Dashboard pages will provide the user with the ability to filter visuals by process area, equipment type, discipline, condition score, and risk matrix bin.

    The Asset Insight Dashboard will be designed so that it may link with other facilities that are part of the CITY's operations.

**Task 4 Deliverables**

- Draft register for review by the CITY. Comments should be addressed by Hazen (it is understood that if a comment is not possible to address (i.e., can't make the change) Hazen will provide an explanation of why not.
- Final Asset Register with Attributes and Condition Assessments as specified in the list of attributes and containing any required changes based on the review of the draft – Spreadsheet. This information will be provided to OpenGov as soon as available for use in the configuration phase.
- PRWRF Asset Insight Digital Dashboard Pictures of each asset that is visible. The asset pictures will have the entire asset in the first picture with all subsequent pictures showing close ups of particular issues or concerns (e.g., the name plate, cracks, missing bolts, rust or other corrosion.) In any case with a visible name plate a picture of the name plate will be taken. The photos will be attached to the asset in the spreadsheet with the full asset photo as the first picture in the set of photos.

## Task 5 – Expected/Remaining Useful Life Determination

This task aims to determine the expected useful life (EUL) and remaining useful life (RUL) of asset classes.

1. Expected Useful Life (EUL) – Using manufacturer design life, industry publications such as Engineering News Record (ENR), and data from similar Hazen projects, Hazen will establish a baseline EUL for each asset class.

2. Remaining Useful Life (RUL) – Based on collected attribute data, CITY maintenance records, and condition assessment scores, Hazen will estimate the RUL for each asset by adjusting up or down from the general attribute life. For example, if a pipe is to last 100 years but it is known to have multiple breaks and has shown signs of deterioration, the pipe's life should be shortened. If a pipe is known to be in good shape, exhibited no issues, etc., its life will be extended. For assets lacking visual condition assessments and any other information on

maintenance, repairs, or operator knowledge, the RUL will be calculated by dividing expected design life by asset age with straight line deterioration.

**Task 5 Deliverables**

- Estimated EUL for each asset class
- Estimated RUL for each asset
- Updated asset register with EUL and RUL for each asset

## Task 6 – Replacement Valuation

This task involves estimating the current replacement cost for each asset.

1. Cost Data Collection and Review – Consolidate and review historical replacement cost data, local knowledge, RS Means databases, and costs from similar Hazen projects. Hazen will estimate current replacement costs in 2024 dollars using unit cost methods.
2. Workshop – Hazen will conduct a 3-hour Asset Valuation Review and Lifecycle Costing Workshop with CITY to review and validate replacement costs, develop cost factors for full implementation estimates, and determine maintenance strategies for run-to-fail assets and those with rehabilitation plans.

**Task 6 Deliverables**

- Updated asset register with bare and full cost estimates
- Total estimated valuation of the entire facility
- Workshop agenda, minutes, and presentation materials

## Task 7 – Validate Levels of Service (LOS) and Develop Key Performance Indicators (KPIs)

This task will define and validate the Levels of Service (LOS) and Key Performance Indicators (KPIs).

1. Preliminary LOS and KPI Development – Hazen will seek input from CITY regarding potential LOS goals and KPIs prior to the workshop.

2. Using the list of potential LOS goals and other available information on LOS more generally, Hazen will develop a preliminary list of LOS and KPIs for CITY to review before a workshop.

3. Hazen will conduct a 3-hour workshop with key stakeholders to identify and validate LOS and KPIs for the facility. The discussion must include the following: what information would be required to measure the goals and determine whether KPIs are met, how difficult it would be to get this information (including whether this data currently exists), where the data would be held, how the KPIs would be calculated and stored, and who would have access to the data. Additionally, discussions of which goals/KPIs should be more publicly shared should be held.

**Task 7 Deliverables**

- LOS and KPI Summary Table
- Data required to meet the goals summary and where data is stored

## Task 8 – Maintenance Planning

This task develops a maintenance planning strategy. Hazen will utilize a proven approach for utilizing asset criticality to determine the type of maintenance activities to be performed for the top ten qualifying asset classes. The level of effort required for maintenance activities will support estimated FTE staffing requirements.

1. Maintenance Approach Development – Utilize manufacturer-specific O&M manuals and industry-leading practices for failure monitoring and mitigation. Techniques include Failure Mode and Effects Analysis (FMEA), Preventive Maintenance Optimization (PMO), and Reliability Centered Maintenance (RCM).
2. Categorization of Maintenance Activities
    - Low Criticality: Operations Only or Run-To-Failure (RTF) Strategy—basic visual inspections or repair/replacement upon failure.
    - Medium Criticality: Operations + Condition/Performance—includes some condition/performance activities based on physical characteristics and financial feasibility.
    - High Criticality: Operations + Condition + Performance—comprehensive maintenance activities based on typical failure modes, from basic inspections to advanced predictive maintenance.

**Task 8 Deliverables**

- Maintenance strategy documentation for each asset class

## Task 9 – Additional Services

The following tasks may be authorized by the CITY to develop a full Asset Management Program (AMP). The additional services described below provide high-level goals for each task as more information becomes available. At that time, the task item and deliverable will further be further delineated and detailed and authorized fee negotiated:

1. Gap Analysis – Prior to the development of the AMP, Hazen will provide a gap analysis at the facility to verify changes (asset removal or addition during the Emergency AO Projects) and update the data inventory. This scope item assumes up to 200 assets to be input into the data inventory.

2. Risk Framework Development - Define a performance condition assessment and consequence of failure assessment framework. This will include defining criteria, scoring definitions and scales, weighting, and scoring methodology specific to CITY'S PRWRF assets. Hazen will coordinate and solicit feedback from the Southwest Environmental Finance Center on project details.

3. Asset Risk Assessment (LoF and CoF) - implementation of a comprehensive asset risk assessment approach, including:
    a) Performance Condition Assessment
    b) Consequence of Failure Assessment
    c) Risk Scoring

4. Renewal and Replacement CIP Forecasting – Based on replacement valuations determined in task Hazen will provide a specific set of recommendations for the PRWRF that focus on:
    a. Known upcoming / in-process projects
    b. Program recommendations
    c. CIP project recommendations

    The CIP Projects will be identified by a priority based upon BRE and typically divided into high (1-2 years), medium (3-5 years) and low (6-10 years) priority. Hazen will delineate between rehabilitation and replacement projects and costs and provide costing for each recommendation by year. In addition, Hazen will utilize the information to develop asset inspection and maintenance scheduling guidelines for qualifying assets.

5. Staff Training – Hazen will develop and facilitate staff training of the AMP to support ownership and longevity of the program. Staff training is assumed to be conducted over a one-day period.

6. Unidentified Additional Services - In the development of this scope, Hazen and the CITY acknowledge there are uncertainties and unidentified tasks associated with the development of a full AMP. This task provides resources required to address these unidentified items. A budget allowance of $100,000 is included in this scope and budget for unidentified additional services.

## 3. Assumptions

Certain assumptions have been made in preparing the Scope of Services. To the extent possible, these assumptions are stated herein and are reflected in the estimated fee for services. If the requirements of the Project are different from the assumptions presented herein, or if the CITY desires additional services, the resultant scope changes will serve as the basis for amending this Contract or initiating the development of a new Contract as mutually agreed by CITY and Hazen. Project assumptions include:

- Based on similar projects, Hazen expects the asset count to be less than 1,500 assets inventoried. This scope of work assumes that the asset inventory will not exceed 1,500 assets. An inventory in excess of 1,500 assets will be considered additional work. The Hazen will keep the CITY informed of the progress of the inventory and if projected inventory exceeds the assumed quantity of assets.
- Kickoff meeting will be held virtually on MS Teams.
- No confined space entry is included during the asset inventory or condition assessment.
- There will be approximately 1-2 weeks of onsite asset inventory field work (estimated at 3-4 days per week)
- The CITY will open any electrical cabinets, operate equipment or valves, turn on/off equipment, etc., as needed to capture asset information.
- Operators will be available for the duration of Hazen's fieldwork and Hazen will seek to involve the Operators in the process of obtaining information to support knowledge transfer. Operators who are knowledgeable about the assets will be available to Hazen staff during field work.
- The efforts described herein would support and be compatible with a future ISO14001 certification.

## 4. Schedule

The proposed schedule for completing Tasks 1 through 8 is 12 months following notice to proceed. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed. The schedule for additional services outlined in Task 9 would be determined when the scope of additional services requested by the CITY is negotiated.

## 5. Compensation

We are requesting an initial authorization of $623,038 to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Tasks 1 – 9. All work will be performed on a time and materials basis. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

## Attachment 1

## Proposed budgets for Asset Inventory and Condition Assessment Services

| | | Total | Fee | | |
|---|---|---|---|---|---|
| Task | Description | Hours | Labor | Expense | Total |
| 1 | Project Management | 174 | $48,901 | $500 | $49,401 |
| 2 | Data Review, Validation, and Acceptance | 128 | $41,391 | $4,200 | $45,591 |
| 3 | Asset Inventory and Asset Register Development | 132 | $28,785 | $3,700 | $32,485 |
| 4 | Asset Inventory and Condition Assessment | 740 | $142,026 | $18,500 | $160,526 |
| 5 | Expected / Remaining Useful Life Determination | 70 | $13,864 | $0 | $13,864 |
| 6 | Replacement Valuation | 86 | $17,931 | $3,700 | $21,631 |
| 7 | Validate LOS and Develop KPIs | 76 | $15,262 | $0 | $15,262 |
| 8 | Maintenance Planning | 136 | $26,981 | $0 | $26,981 |
| 9 | Additional Services | 494 | $207,333 | $5,550 | $212,883 |
| | NMGRT (8.1875% of Labor) | | | $44,415 | $44,415 |
| | **TOTAL** | **2,100** | **$542,473** | **$55,565** | **$623,038** |

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*The city of Santa Fe (the City) seeks to develop data visualization and process optimization tools that provide end-users with access to a common authoritative source for critical plant operations and performance data. This suite of tools is expected to provide plant process and operations staff with the ability to visualize plant performance data in near-real-time (NRT) and gain actionable insights to improve or optimize process performance. The suite will consist of a plantwide data visualization tool as well as a holistic process optimization web application that utilizes both mechanistic as well as data-driven modules to provide maximum value. Hazen will execute the project by developing core data system building blocks and visualization tools that enhance situational awareness and provide near-term functional value, while in parallel developing advanced process insight tools that leverage this data foundation.*

The City has expressed a desire to develop a tool (or tools) that allows process engineers and plant operators at the Paseo Real Water Reclamation Facility (PRWRF) to visualize process data, assess plant performance as well as gain usable and actionable process optimization insights in close to real-time. City staff also noted that the ability to assess the impacts of operational changes (i.e., what-if or scenario analyses) on performance and ability to meet compliance requirements would be critical.

Under this Task Order, Hazen will provide technical support services to advance the City's data visualization and process optimization initiatives. This task order is broken into six major tasks: dataflow development and tag addition, data exploration and cleaning, development of a data visualization tool, real-time process optimization, development of a mechanistic process digital twin, and addition of data-driven optimization features into the process twin (i.e., development of a hybrid model that includes mechanistic as well as data-driven components).

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# Task 1. Data Foundation

The primary goal of this task is to ensure that critical analytical and operational data from the PRWRF is securely available in a central SQL data warehouse. Major activities include collaborating with City IT staff to develop secure SCADA and OP10 data export processes, building the data warehouse and necessary data pipelines, identifying and acquiring raw time series data, and creating new calculated time series for process optimization. Work under this task establishes the data foundation and computational environment for subsequent tasks.

## Task 1.1: System Connectivity and Data Engineering

The goal of this task is to establish data connectivity, data pipelines, SQL data warehouse, and ancillary data engineering components necessary to provide a foundation for both project analytics and for routine operational use of project-developed tools by the City. While the data warehouse developed under this task will focus on a subset of critical data necessary to optimize plant performance, the overall data framework will be designed for future scalability, such that it may serve as a testbed and starting point for future plant-wide visualization and reporting if desired by the City.

Under this task Hazen will work closely with City IT staff and data stewards to develop secure and repeatable data acquisition processes and to comply with cybersecurity and data governance standards provided by the City upon project initiation. Key activities include:

- Collaborate with plant technical staff to draft a high-level requirements document and proposed data architecture diagram to support discussions with City IT staff. The document will focus on defining core requirements such as user roles and objectives, data sources, data granularity and refresh frequency, data retention and storage, and data accessibility and security.
- Hold up to 5 virtual coordination meetings with City IT staff and data owners.
- Provision a secure workspace within Hazen's Microsoft Azure or Fabric tenant that is dedicated to City of Santa Fe data and applications. This effort will consider opportunities to integrate or leverage existing data handling and reporting processes that are currently operational in Hazen's Azure and Power BI tenants, including a single user endpoint through the Santa Fe BI Application developed by Hazen, automated integration between live and historical data using stored procedures, and one-way data exports to securely obtain data from Santa Fe's operational systems.
- Design and build a semantic model and data warehouse to integrate metadata, raw data, calculated data, and cleaned data. The semantic model will be extensible to integrate model output data and recurring predictive data developed under subsequent tasks. As above, this effort will maximize opportunities to integrate or reuse existing model structures, with the overall goal of delivering a high-performing and low maintenance system.
- Develop a scalable process for managing time series metadata from multiple data sources (with a focus on SCADA and OP10). This includes specifying location and parameter attributes, friendly names, higher-level location and parameter categories, and reference values (e.g. regulatory limits,

operational targets, thresholds). This process will be based on an Excel file, a Microsoft List, or similar compatible technology.

- Support City staff in the development of recurring automated processes for securely exporting data and metadata from the SCADA Historian and the OP10 database to the data warehouse.
- Support City staff in the creation of gateways if needed.
- Ensure compliance with cybersecurity, data governance, and application development standards provided by the City.

### Task 1.2: Acquire Raw Time Series Data

The goal of this task is to identify and acquire raw time series data from lab analyses and plant instrumentation that is most valuable for optimizing plant performance. This task involves reviewing metadata from OP10 and SCADA systems, identifying tags, developing queries, configuring data pipelines for recurring data movement, and conducting a one-time export of historical data. The data products created in this task form the data foundation of subsequent modeling and analytical activities.

- Review OP10 and SCADA historian metadata for the purpose of identifying tags or parameters that are most valuable for optimizing plant performance. Metadata shall be provided by the City, or alternately the City shall provide credentials sufficient to access metadata tables.
- Based on metadata review, collaborate with plant technical staff to select up to 20 critical influent and effluent concentrations and secondary process operational data from the OP10 system.
- Based on metadata review, collaborate with plant technical staff to select up to 200 tags critical for process assessment and control from the SCADA historian.
- Populate consistent metadata attributes for the selected raw time series data, including location and parameter attributes, user friendly names, reference values, and other attributes that may be useful in the display layer.
- Develop and deploy a system for managing and storing metadata attributes using Excel, Microsoft List, or similar no-code/low-code technology compatible with the data warehousing environment.
- Develop a script to query the OP10 database and return the desired parameters.
- Develop a script to query the SCADA historian and return the desired tags, aggregated to an hourly timestep. Temporal aggregation method will be tailored to the specific tag (e.g., for some tags an hourly average may be appropriate, while for others an hourly maximum may be appropriate).
- Conduct a one-time manual export of up to 5 years of historical data from SCADA Historian and OP10 database and load the data into the data warehouse. This work is limited to extraction of data from database or historian tables and does not include extraction of data from files.
- Configure, test, and deploy data pipelines and scheduling/orchestration features to establish recurring acquisition of data exported from SCADA and OP10 systems.

### Task 1.3: Calculate New Time Series Data

The goal of this task is to develop new calculated time series that are critical for process control, compliance, and optimization. These will include loading rates to processes such as the primary and secondary clarifiers, and secondary process key performance indicators (KPIs) such as total and aerobic solids retention times (SRT and aSRT), RAS rates, WAS rates, chemical usage normalized to forward flow, chemical usage per unit mass of nutrient removal achieved, air usage per unit of BOD/nutrient removal, and energy use per unit flow treated. These calculated time series will be developed for both historical data and for new incoming data as part of the operational system. Key activities include:

- Collaborate with plant technical staff to identify and define up to 50 new calculated time series.
- Develop equations and write scripts to generate new time series data. Scripts will be generated in SQL, Python, or other language consistent with the data warehousing environment.
- Validate script output by comparing summary statistics to expected upper and lower bounds for each parameter.
- Execute the scripts for historical data and store the data in the data warehouse.
- Configure, test, and deploy the scripts to automatically calculate and store new time series data on a recurring basis.
- Populate metadata for new calculated time series, including location and parameter attributes, user friendly names, and reference values.

**Task 1 Deliverables:**

- Scripts for querying City SCADA Historian and OP10 database
- Cloud-based SQL data warehouse containing up to 5 years of selected historical SCADA and OP10 data
- Scripts and/or data system configurations for recurring acquisition of data exported from SCADA and OP10 systems.
- Scripts for recurring calculation of new calculated time series.
- Metadata table for raw and calculated time series

## Task 2. Data Exploration and Cleaning

The goal of this task is to develop data cleaning protocols to ensure that subsequent analytical, modeling, and visualization tools are driven by clean, quality-assured data. The focus will be on a subset of time series critical to model accuracy and performance, including influent flows and concentrations, airflows, sensor data (DO, ammonia), effluent quality, and solids production (primary and WAS sludge per unit flow treated). Data cleaning will be performed for up to 100 time series critical to performance of the models developed under Tasks 5 and 6.

## Task 2.1. Initial Data Quality Review

Hazen will review available historical data from the data warehouse (e.g., up to 5 years of hourly data) with the goal of identifying data quality issues. This will involve creating a time series plot in Python for each of the 100 variables of interest. A process engineer (subject matter expert) will review each plot and identify obvious outliers, (e.g., an influent orthophosphate measurement of 100 mg/L when all the other values are below 10 mg/L). Those outliers will be manually removed from the dataset that will later be used for model development. Then, a data scientist will replot the cleaned data. Up to two additional iterations will be performed.

Following the first round of review by the subject matter expert, a more in-depth look at data quality issues will begin. For example, data stagnation may be seen in some measurements like sensors if a basin is taken offline. A measurement that appears to stagnate will be compared to other measurements to verify if this is the product of a basin being offline (e.g., DO readings are zero and airflow stagnates in the same basin, and flow through the other oxidation ditch doubles). This process of data review will identify the issues most frequently encountered in the dataset, including missing data, data out of range, stagnant data, or abrupt changes in the data. The issues identified and catalogued will inform the data cleanup methods employed in Task 2.2.

## Task 2.2. Implement Data Cleaning Protocols

Based on the most frequently issues identified in the dataset, Hazen will develop data cleaning protocols for up to 100 time series. Cleaning protocols will be implemented using the Python Pecos algorithm, which identifies a normal range of operating values for each parameter and hence detects outliers; stagnation, missing data, and abrupt changes in values. For the 100 variables in data cleaning, up to a total of 200 custom rules may be implemented for targeted data cleaning. For instance, a stagnant airflow reading would trigger a check to see if the concerned oxidation ditch is out of service so that the airflow for that basin (or zone) can be recorded as zero. Missing hourly data will be replaced with the average value for the week for that same time of day and/or the same instrument reading in a parallel location.

Data cleaning will be executed using Python or similar scripts within the dedicated cloud workspace, and cleaned data will be integrated into the data warehouse. The raw and cleaned data will be maintained as distinct datasets to allow the analyst to visualize and compare raw and cleaned time series in the Power BI dashboard (Task 3).

The cleaned data will be displayed in Power BI and a numerical value assigned to each daily/hourly datapoint of the 100 time series selected. The coded values shall be as follows:

- 0 = good data, no issues found
- 1 = abrupt change
- 3 = data outside of high/low boundary
- 4 = abrupt change + data outside of high/low boundary

- 5 = stagnation
- 7 = missing data
- 8 = stagnation + data outside of high/low boundary

There will be three pages in Power BI dedicated to data cleaning visualization. The first page will display daily data and its coded value for each time series. The second page will do the same for hourly time series. The third page will plot each time series and its low and high boundaries. The duration of the timescale can be varied to have as much or little granularity as desired.

The data cleaning process will be established for near real-time cleaning through Power BI and Python scripting. The data cleaning scripts will be employed for three months on a trial basis. During this time, staff should review the results and provide comments at the conclusion of the trial. At the end of the trial period, the scripts will be finalized. It is anticipated that up to 20 rule modifications will be implemented based on feedback from City staff.

**Task 2 Deliverables:**

- Cleaned historical data for up to 100 time series, stored in the data warehouse as distinct time series and available for visualization in the Power BI dashboard.
- Data cleaning and filling scripts that will be implemented in near-real time on a daily/hourly basis, as specified for each of the 100 time series.

## Task 3. Data Visualization Tool

The goal of this task is to develop a comprehensive visualization and reporting tool for near real-time assessment of PRWRF performance and process health. The tool will allow City staff to visualize observed data (Tasks 1 and 2), and mechanistic model-predicted data from Task 5 when used with Process Advisor results (Task 6). The overall objective is to enhance situational awareness and integrate data-driven process analytics with operator experience. Note that the Task 5 deliverable is a stand-alone web application that represents the physical layout of the PRWRF, which is separate from the Power BI tool discussed to this point.

The tool will be deployed in Hazen's tenant within Microsoft's Power BI web service and updated at an approximately hourly cadence. The refresh schedule may be further fine-tuned to optimize delivery and usage within the constraints of the Power BI web service. City team members will access the tool via desktop, tablet, or mobile devices.

### Task 3.1. Develop Power BI Architecture

The goal of this task is to design, build, and deploy the core Power BI architecture necessary to deliver interactive Power BI dashboards to the end user. A robust backend and semantic model are essential for functionality and scalability as data and components are added to the system. Key activities include:

- Configure a Power BI semantic model and dataflows to integrate data and metadata from the data warehouse. Design shall consider import, direct query, composite, or other options as appropriate based on data volumes and analytical needs.
- Enrich core data and metadata tables with a master calendar table plus ancillary helper tables as needed.
- Set up a Power BI workspace for access by City and Hazen team members, and publish the Power BI report to the workspace
- Establish data refresh schedules to update dashboards with SCADA and OP10 data and calculated time series data regularly. Coordinate with end users to determine an appropriate refresh interval.

### Task 3.2. Develop Observed Data Pages

The goal of this task is to create interactive dashboard pages that allow modelers, process engineers, and operations staff to easily review and analyze PRWRF operations and process performance data. The pages will be designed to meet multiple different end-user needs, including data inventory, data quality review, near-real-time process status, historical trending, and detailed process performance comparing against targets and historical benchmarks.

Observed data pages developed under this task will include at a minimum:

- Data Inventory: View all tags in the dataset and summary statistics for each tag (e.g., number of data points, min, max, avg, date range)
- Data Gaps: Highlight missing data. Note extended missing data periods will not be filled in using the Pecos algorithm described earlier. That is for short-duration events spanning a few hours or 1 - 2 days depending on the granularity of the data received.
- Single-Tag Data Navigator: Visualize time series data for any single tag. Assess daily, weekly, monthly, yearly, and seasonal trends, view percentile plots, compare year-on-year and month-on-month averages. Compare historical and current values against targets, benchmarks, limits, or other reference values.
- Single-Tag Data QC: Visualize raw versus cleaned time series data for any single tag.
- Multi-Tag Data Navigator: Plot and visualize multiple tags together, with percentile distributions and tabulated summaries of averages, minimums, maximums, and key percentiles. Plotting pages will leverage the capabilities of native Power BI visualizations; custom-coded visualizations are not included in this task.
- Correlation Analysis: Perform simple correlation analysis on selected tags, displaying results as a heatmap or scatter plot.

In addition, up to 5 custom pages will be developed to serve specific purposes and highlight selected metrics of interest to plant process and operational staff. These pages will be tailored to display plant-wide or process-specific metrics that are frequently reviewed or required by operations staff to make

decisions. The custom pages will provide a clear and concise overview of specific processes or topic areas, making it easier for staff to monitor and analyze important key aspects of their operation. As an example, custom pages might include:

- Interactive process flow diagram (PFD): An interactive PFD can be developed which displays the latest values of critical metrics adjacent to the relevant unit process or process areas. Additionally, tooltips can be provided, which allow users to hover over displayed metrics to get additional statistics for that tag.
- Nutrient Removal Performance: Dedicated pages for the removal efficiency of specific nutrients or species, including metrics like effluent concentrations, nutrient removal per pound of chemical used, and efficiency of bio-P or denitrification.
- Secondary Process Configuration: Highlights the set-up of the secondary process and the resultant effluent quality, displaying metrics like current MLSS, wasting rates, number of oxidation ditches in service, SRT, DO concentrations and oxidation ditch or secondary effluent ammonia.
- Energy Consumption: Focuses on energy use in the treatment process comparing the latest overall energy use to historical consumption. Metrics like energy use normalized to forward flow or blower energy use per pound of oxygen required are highlighted.
- Historical data sorter: Allows sorting of operational data by influent load, flow, and temperature, enabling staff to identify operationally similar days and conduct data-driven what-if analyses. This page can be updated to include the scoring algorithm (Task 6) to help operations staff identify high-performing decisions.

These pages will be developed through an interactive process that includes:

- Needs Assessment: Hazen meets with City staff to identify overall concepts, key questions, and specific requirements. This involves a 2-hour virtual workshop and up to 10 hours of individual interviews.
- Draft Development: Based on City feedback Hazen will develop up to 5 custom pages plus associated metrics.
- User Testing: Deploy draft pages for 1-2 weeks, allowing City staff to use and provide feedback.
- Feedback Collection: City staff provide prioritized feedback in a 1-hour comments virtual meeting or a document synthesizing feedback from multiple users.
- Revisions: Hazen addresses feasible comments within identified task budget limits and tracks remaining items.
- Final Deployment: Hazen deploys the final versions of the custom pages after City staff verify that comments were satisfactorily addressed.

## Task 3.3. Develop Model Input/Output Pages

The goal of this task is to develop interactive dashboard pages for reviewing input and output data for the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by system

administrators, modelers, and analysts, and are focused on model data QC, model verification, model performance evaluation, and ad hoc plotting/tabulation.

The measures and semantic model updates developed under this task will establish the foundation for additional dashboard pages in Task 3.4, which will be geared for use by plant engineers and staff focusing on process performance and operator guidance.

Key activities include:

- Configure the Power BI semantic model and dataflows to integrate input and output data from the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool.
- Configure the semantic model to store and handle multiple different model realizations, such that users can examine model predictions over time (e.g., visualize output from today's model simulations as well as those executed last month).
- Configure the semantic model and associated metadata tables to allow easy comparison between observed and model-predicted values (e.g. compare observed vs predicted influent TN load, or observed vs predicted values).
- Create measures and dashboard pages for interactively displaying model inputs and outputs. These pages will be geared toward model data QC, model verification, model performance examination, and ad hoc plotting/tabulation.

## Task 3.4. Develop Operational Guidance Pages

The goal of this task is to develop interactive dashboard pages for reviewing operational guidance provided by the various models that comprise the overall Process Advisor Tool, including the Influent Model, the Process Model, the Setpoint Model, and the Optimization Tool. These pages will be geared for use by plant operations staff and will feature integration of observations, predictions, and recommendations.

Up to 3 custom Operational Guidance Pages will be developed under this task. As an example, custom pages might include:

- Influent Load Predictions: Visualize predicted influent flow and load parameters for the next 24 hours. This page will help operators anticipate and prepare for varying influent conditions, incorporating model predictions and historical trends.
- Process Performance Indicators: Display key performance indicators (KPIs) such as SRT, MLSS, DO concentrations, and effluent quality metrics. This page will integrate model predictions and real-time data to provide a comprehensive overview of process performance.
- Optimization Recommendations: Present recommended operational setpoints for parameters like airflow, DO/aeration setpoints, wasting rates, and internal recycle rates. This page will integrate outputs from the Optimization Tool to guide operators in achieving optimal process performance.

Development of the pages will be similar to the custom page development process described above.

**Task 3 Deliverables:**

- A Power BI application containing one or more reports with multiple pages for interactive visualization of observed and model-predicted operational and process control data.
- Documentation, comprising a high-level PowerPoint presentation summarizing Power BI dataflows; an Excel-based data dictionary; and explanatory technical notes embedded within the Power BI application as comments, tooltips or metadata.
- Up to 8 hours of in-person and/or virtual training in usage of the Power BI tool.
- 40 hours of post-acceptance follow-on support for up to one year beyond delivery of the tools.

## Task 4. Evaluate Real-Time Process Control Strategies

The ability to incorporate existing and/or new online analyzers into control strategies will be evaluated since this can provide immediate operational benefit. Up to three control strategies will be evaluated including but not limited to:

- Ammonia-based aeration control to optimize nitrification and denitrification simultaneously
- Automated aerobic SRT control to maintain nitrification as a load and temperature changes
- Nitrate-paced internal recycle to optimize energy and denitrification capacity
- Orthophosphate-paced metal salt addition to optimize cost, energy, and nutrient removal
- Live state point analysis tool to assess secondary clarifier capacity

In addition, the value of primary effluent COD and ammonia measurements will be evaluated as optional input to the holistic optimization modules described later.

The result of this task will be a presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic. Examples of these programs used successfully at other WRFs will be presented as well. The memorandum is not a functional control description suitable for programming by an integrator, nor does it include any process modeling required for site-specific automated aerobic SRT control. That level of detail could be provided in future contracts.

Since no prior design work has been implemented at the PRWRF by Hazen, cost estimates will be order of magnitude and assume that power sources and wire and conduit pathways are available at the desired locations. This task does not include a detailed electrical evaluation.

**Task 4 Deliverables:**

- Virtual presentation and a ten-page memorandum outlining the operational control strategy, capital cost estimates associated with implementation (equipment purchase, installation, and integration services), and a qualitative description of the programming logic.

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## Task 5. Develop Mechanistic Process Digital Twin (Process Model)

Mechanistic wastewater process models developed using commercial simulators (such as BioWin, GPS-X, or SUMO) are often employed for wastewater treatment facility design or process optimization planning. These models are complex and require detailed user training, limiting the number of staff who can run or modify simulations. Process advisory digital twins help overcome this operational barrier by expanding the number of staff who can leverage the model. The goal of this task is to create a mechanistic process digital twin to enhance the operational capabilities and process understanding of PRWRF staff.

The process digital twin and optimization toolkit (including the data-driven additions from Task 6) will be hosted by Hazen as a web application. The City will be responsible for hosting fees required to ensure full-time availability of the tool for City staff. Hazen will provide an estimate of these routine pass-through cloud service hosting fees to ensure transparency and accurate budgeting for the City.

### Task 5.1. Develop Mechanistic Process Model

The mechanistic process model for the facility will be initially developed in BioWin under and existing scope task. Process model development will be based on historical operational data plus plantwide process sampling data collected from June 18 – 26, 2024.

The process model will be calibrated using a selection of plant data (to be determined by subject matter experts based on observed plant operational metrics and mass balances over different time periods) and validated against data from a different time period. Further context on process model development can be found in the scope outlining PRWRF Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745, provided by Hazen to the City on March 18, 2024.

Under this scope, an uncalibrated SUMO model of the PRWRF will be developed. SUMO is proposed to leverage their advanced and well-documented digital twin API packages for live data integration and equipment control. An uncalibrated SUMO model will be deployed initially and later replaced with a calibrated model when the calibrated BioWin model is complete. A comparison of the BioWin calibrated model and SUMO calibrated model results will be developed to verify the models are equivalent.

### Task 5.2. Build Web Interface for Mechanistic Process Twin

A web application wrapping the SUMO mechanistic process model will be developed and deployed for PRWRF staff. Users will be able to change influent characteristics and operational parameters (e.g., basins or units in service, DO concentrations, RAS and WAS rates) to visualize process impacts. This version of the process model will not have any connection with the live data and is intended as a training tool to facilitate PRWRF staff understanding of treatment concepts, and view the impacts of operating the process in different ways on performance and effluent quality.

In addition to specifying influent characteristics and operational parameters, users will select the number of primary and secondary clarifiers in service and specify SVI. Historical primary clarifier performance

(percent TSS removal as a function of units in service and hydraulic loading rate) will be analyzed to develop a linear relationship between either units in service, and/or hydraulic loading rate and percent TSS removal. This relationship will then be hard coded into the web application. Secondary clarifier performance will be coded using known relationships between SVI, which the user will specify, and Vo and K, the downward settling velocity and compaction coefficient, respectively, commonly used to model sludge settling mechanistically.

As a web-based application, the mechanistic process digital twin will be able to be accessed by up to three staff via a web browser (e.g. Microsoft Edge) from desktop computers running Windows 10 or later. Facility operators will be able to utilize the tool to develop and test their ideas for optimization and/or learn from mistakes with no effect on actual plant operations.

Building the web application involves creating an interactive homepage, that is an aerial image of the plant, with a customized set of key inputs and outputs, such as process MLSS, wasting rates and effluent nutrient concentration levels, which will help the user visualize the facility's performance, relative to the permit limits. There will also be a second screen to focus on the secondary process configuration, so users can better evaluate the treatment process to ensure regulatory compliance. The second screen includes a graph that shows DO, ammonia, nitrate, nitrite, and orthophosphate concentrations along the length of the oxidation ditches.

The web application will be introduced to PRWRF staff through a 2-hour virtual training meeting, which will be recorded for future use. Introductory training materials will be presented in PowerPoint, and then the web application will be demonstrated.

### Task 5.3. Add Gamified User Interface for Operator Training

Hazen will add "gamified" features to the web application that will allow operators to create their own profile and avatar, and keep track of their high score simulation. Up to ten unique profiles will be supported. As operators interact with the tool from Task 5.2, they will be able to change treatment process variables and see the impact on process settings (such as the impacts of changing MLSS and wasting rates on the SRT), process performance (such as effluent quality and nutrient profiles), process efficiency (such as chemical use and energy use per unit flow treated) and solids generation (i.e., primary solids and WAS generated per unit flow treated). The game score will be determined by the scoring algorithm developed in Task 6.

The gamified user interface is expected to increase operator engagement with the process model and allow them to easily interact and extract valuable insights from mechanistic process models, which are typically not intuitive or user-friendly and have a steep learning curve. There will be some limitations to this as SVI is specified by the modeler and not predicted based on mechanistic equations in SUMO. Therefore, that portion of the score would have to be determined by the user-entered value.

### Task 5.4 Replace Uncalibrated Model With Calibrated Model

When the BioWin model has been calibrated, the SUMO model will also be adjusted to match the performance of the BioWin model. The results of this conversion and verification will be presented to

City staff in a virtual meeting. Then, the uncalibrated SUMO model in the mechanistic digital twin will be replaced by the calibrated version, resulting in more accurate and representative predictions.

### Task 5.5 Review Process Model

Approximately two months after deployment of the calibrated model, a virtual meeting with key stakeholders will be held to obtain operator feedback. Approximately 40 hours of additional development time will be included for operational enhancements to make the tool more useful.

**Task 5 Deliverables:**

- Uncalibrated SUMO model.
- Mechanistic process digital twin tool hosted by Hazen as a web-application. The web app will be geared for what-if process simulation and operator training with gamified features to promote engagement.
- Calibrated SUMO model.
- A presentation of the SUMO model calibration compared to the BioWin calibration.
- A two-hour recorded training course on using the process model.
- A follow-up virtual meeting 2 months after delivery to discuss user engagement and opportunities for improvement. 40 development hours are included in this scope.

## Task 6. Process Advisor Tool

The goal of this task will be to build a Process Advisor Tool. The Process Advisor Tool includes an Influent Flow and Load Prediction Model, the mechanistic Process Model from Task 5, an equipment Setpoint Model, developed in this task, and development of an optimization algorithm and Optimization Tool to balance competing objectives in secondary treatment. This tool will take the mechanistic model from an offline training tool to a near real-time process advisory tool to guide operation of the secondary treatment system. The output of the tool will be hourly recommendations for airflow, DO/aeration setpoints, wasting rates, internal recycle rates and return activated sludge flow rates, and predicted energy and chemical consumption, SVI, and effluent quality. The following tasks are envisioned to develop the Process Advisor that leverages both mechanistic and data-driven components.

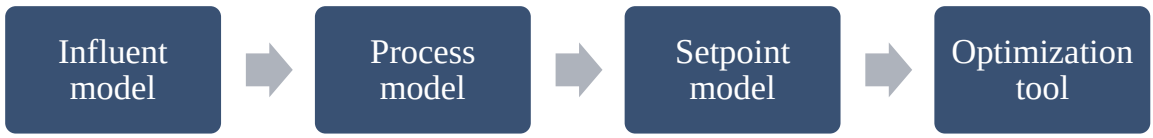
The first step in real-time system optimization is knowing what flow and loads are entering the PRWRF. While the process model in Task 5 is invaluable as a training tool, it is not linked to live data and does not know the influent conditions entering the PRWRF. Those conditions will be predicted using a data-driven model.

A data-driven Operational Setpoint Model is recommended to address three issues that mechanistic models alone cannot solve. First, mechanistic models don’t always represent real-world conditions accurately. They are simplifications of a more complex environmental system. Second, mechanistic

models often cannot directly incorporate live sensor data, which is also one of the most valuable indicators of real-world conditions. For example, the PRWRF has ammonia sensors near the end of the aerobic zone in the oxidation ditches. However, neither SUMO nor BioWin allows the user to specify the ammonia concentration at a given location in the process, this can only be specified on the influent. Therefore, it is not possible to use the sensor data in the process model directly. Third, mechanistic models to predict sludge settling properties from easily and routinely measured wastewater variables do not exist. Given that SVI is critically linked to secondary treatment capacity, some site-specific understanding of factors contributing to good/poor settling should be incorporated into operational decision making and optimization.

To address these limitations and gaps, a more robust representation of the system using a hybrid model that incorporates the mechanistic (SUMO) model and data-driven models of unknowns is recommended. Here, unknowns are things we would like to be able to predict like effluent ammonia, nitrate, orthophosphate, chemical feed quantities, energy use, SVI, and suggested internal flow rates like WAS, RAS, and nitrified recycle.

Before describing the tasks involved in this hybrid model development (Process Advisor Tool), it is important to understand the overall workflow and how the Process Model from Task 5 fits in. A flow diagram of the various components of the Process Advisor is shown in the figure below.




1. Influent Model (Task 6.1)

    a. Data-driven models will predict influent flow and load for the following day. This operation will run once a day around 10 pm.

    b. That average daily value for each parameter (flow, BOD concentration, etc.) will be converted to an hourly flow/concentration value using known diurnal flow and loading curves for PRWRF starting with midnight the following day, and running 12 am to 11 pm.

2. Process Model (Task 5)

    a. A dynamic 24-hour simulation using the Process Model will then ensue. The Process Model will emulate the operational control strategies used at the PRWRF. For example, if air is added to maintain a specific DO setpoint, that same approach will be modeled in SUMO.

b. Outputs such as energy and chemicals used and effluent characteristics from the Process Model will then become inputs to a data-driven model (the Setpoint Model).

c. This dynamic model will run from approximately 10:30 pm to 11:30 pm the night before the day it predicts values for.

3. Setpoint Model (Task 6.2). This data-driven model will run once an hour starting at midnight. Additional inputs to the data-driven model will include live sensor data.

    a. The Setpoint Model will recommend equipment setpoints for internal plant flows, DO, and airflow.

    b. The Setpoint Model will also predict effluent quality, energy and chemical use along with SVI.

    c. Optimization Tool (Task 6.3)

        i. A scoring algorithm that assigns targets, weights, and penalties to key variables will be developed. It is envisioned that this algorithm will include up to 8 variables: effluent ammonia, nitrate, total nitrogen, total phosphorus, and organic nitrogen; SVI, energy use for secondary treatment, and alum use.

        ii. An optimization algorithm will be applied to the scoring algorithm to maximize a daily score.

        iii. Each hour, a Python script will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions.

        iv. The resulting variable values from the highest scoring algorithm will be returned hourly and displayed as a recommendation in the Power BI visualization tool (Task 3).

## Task 6.1. Develop Influent Flow and Load Prediction Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting influent flow and loading (COD, BOD, ISS, TKN, ammonia, TP). This step includes adding variables to the dataset to account for time lags in the system. Additional variables will be added and/or created as needed to predict hourly flows for the next 24-hours such as forecasted rainfall and streamflow. These influent flow and load predictions will be used as inputs to the mechanistic model. The mechanistic model will also receive information originating in SCADA (via a secure route established in Tasks 1-3) to specify the number of primary and secondary clarifiers in service, and the SVI from real data.

Up to eight algorithms will be developed to predict the following:

1. Average daily COD and BOD concentration today as a function of past values taking into account expected delays in laboratory data. If BOD is more accurate, COD (needed for the mechanistic model) will be estimated using the predicted BOD value and a fixed COD:BOD ratio. COD and BOD will be modeled as two separate variables, since they are expected to be predicted using distinct sets of predictor variables.
2. Average daily TSS concentration today as a function of past values. This will be converted to ISS (needed for the mechanistic model) using a fixed VSS:TSS influent ratio.
3. Average daily TKN and ammonia concentration today as a function of past values taking into account expected delays in laboratory data. If ammonia is more accurate, TKN (needed for the mechanistic model) will be estimated using the predicted ammonia value and a fixed ammonia:TKN ratio. Ammonia and TKN are being counted as two separate variables, since there may be differences in the approaches utilized to predict each of them.
4. Average daily TP concentration today as a function of past values.
5. Average daily Alkalinity concentration today as a function of past values.
6. Average daily influent flow.

The accuracy of these models and prediction approach will be considered to determine which models and approaches are best suited for deployment. For example, if the accuracy of the TKN model is poor but BOD is high, then TKN could be estimated from the BOD estimate and an average BOD:TKN ratio from historical data. It is assumed that a normalized diurnal flow and loading curve will be used to convert the daily average values to hourly values. For wet weather flow predictions, a more sophisticated predictive model could be developed under another scope. For this exercise, a simplification will be made to identify above average daily influent flow predictions as “wet weather,” and replace the normalized diurnal flow pattern with one wet weather hydrograph of the City’s choosing.

## Task 6.2. Develop Operational Setpoint Model

Hazen will perform exploratory data analysis to determine the most relevant variables for predicting 16 operational setpoints and/or effluent parameters one hour in the future including but not limited to effluent ammonia, nitrate, organic nitrogen, and TP; and SVI, alum use, energy use for secondary aeration, RAS flow, internal recycle flow, DO setpoints, and airflow setpoints. This step includes adding variables to the dataset to account for time lags in the system. Outputs from the mechanistic model will also serve as inputs to this model. One Python model with up to sixteen outputs will be developed.

The accuracy of the Setpoint Model at predicting each output value will be presented and assessed. If a desired target is not accurately predicted, additional variables will be added and attempts will be made to optimize the accuracy of the model. A reasonable degree of accuracy is an $R^2$ value of approximately 0.7, but this may be adjusted depending on the mean absolute error relative to the average value of each parameter. Up to three iterations of model refinement to improve accuracy will be attempted. Variables with poor predictive accuracy will not be deployed in the final model.

It is anticipated that the XGBoost model will be utilized for this project. For simplification, each model will have the same independent variables weighted differently.

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Model quality and accuracy will also be evaluated using subject matter expertise, feature importance tables, and SHAP plots, which seek to explain the most important variables in each model and their directionality on the predicted variable. This is to verify that the logic in the model is appropriate.

## Task 6.3. Create Scoring Algorithm and Optimization Tool

**Scoring Algorithm.** A scoring algorithm will be developed and deployed for assessing current performance (as part of Task 3) and identifying potential optimization solutions to provide actionable insights to plant operations staff (as part of Task 6). This algorithm will incorporate competing goals and appropriately weigh the outcomes. Hazen will solicit feedback from the City of Santa Fe to assign weights to different process goals, such as effluent ammonia, effluent phosphorus, chemical use, energy use, etc.

An example scoring algorithm for another facility is shown below.

| Parameter | Average | Target | Weight |
|---|---|---|---|
| Effluent Ammonia (mg/L) | 0.08 | 0.1 | 5 |
| Effluent Nitrate (mg/L) | 0.9 | 1.0 | 0.8 |
| Effluent TP (mg/L) | 1.3 | 1.4 | 1.2 |
| Effluent Organic Nitrogen | 0.9 | 0.9 | 0.5 |
| SVI (mL/g) | 83 | 90 | 0.004 |
| Blower Energy (kW) | 1508 | 1300 | 0.000003 |
| Alum (gpd) | 765 | 700 | 0.00001 |
| Methanol (gpd) | 842 | 485 | 0.00005 |

Three example values and point scores are shown below. In Example 3, the nitrification points are assigned as follows: (target – value)$^2$ x weight = (0.1-0.08)$^2$*5 = 0.002. This approach, developed with a holistic approach to treatment, allows the value of various treatment components like nitrification, denitrification, phosphorus removal, and settling properties to be compared with a single score.

| Example | Ammonia | Nitrate | TP | SVI | Blower Energy | Alum | Methanol | Organic N |
|---|---|---|---|---|---|---|---|---|
| 1 | 0.4 | 1.5 | 1.6 | 110 | 2000 | 1000 | 1200 | 1.1 |
| 2 | 0.2 | 1.1 | 1.5 | 100 | 1500 | 850 | 720 | 1 |
| 3 | 0.08 | 0.8 | 0.6 | 80 | 1000 | 400 | 400 | 0.8 |

| Example | Nitrification Points | Nitrate Points | TP Points | SVI points | Energy Points | Alum Score | Methanol Score | Organic N Score | Total Score |
|---|---|---|---|---|---|---|---|---|---|
| 1 | -0.4500 | -0.4000 | -0.2400 | -1.6000 | -1.4700 | -0.0030 | -0.0036 | -0.1000 | -4.3 |
| 2 | -0.0500 | -0.0800 | -0.1200 | -0.4000 | -0.1200 | -0.0015 | -0.0012 | -0.0500 | -0.8 |
| 3 | 0.0020 | 0.1600 | 0.9600 | 0.0400 | 0.0009 | 0.0030 | 0.0004 | 0.0500 | 1.2 |

The weights assigned to the competing goals will be tailored specifically to the PRWRF. The algorithm will assign points (or rewards) or penalties based on whether the process meets the treatment goals and the degree to which those goals are being met, exceeded, or unmet. Up to two versions of the weights can be programmed, for examples if there is a seasonal component to account for differences in seasonal permit limits or fundamental seasonal changes in operational paradigms, or to represent two operational philosophies—one that weighs regulatory compliance without regard for cost, and a second that incorporates energy and cost savings.

This scoring algorithm will be used to assess the current performance of the process alongside the visualization tool in Task 3. It can also be applied to past data where all required information is available. This historical data can be searched and filtered to identify days similar to the present to see how past performance was scored, giving the operator access to the operational setpoints that led to the best and worst outcomes in the past to aid in decision-making. Ultimately, it will be integrated with the completed hybrid (mechanistic + data-driven) tool developed in Task 6, which will automate the process. However, it will be available to operators sooner in a manual, data-driven historical data search format under Task 3.

**Optimization Tool.** The Optimization Tool involves writing a Python script that will trigger the optimization algorithm to run the Setpoint Model iteratively to find an optimal operating strategy for the existing conditions. This will happen each hour. The optimization algorithm will allow effluent variables to vary within an acceptable range (e.g., ammonia between 0.05 mg/L and 0.3 mg/) while predicting the behavior of the other variables in the optimization algorithm until a maximum score is achieved. The resulting variable values from the highest scoring algorithm will be returned hourly to the display layer in the Power BI visualization in Task 3 as a recommendation.

A Python script will also record the same values of those operational variables alongside the recommendation, so that after six months the recommendations can be compared with actions. The goal is to see how much the two programs are alike and different, and to build trust in this control strategy. Those two variables can be visualized side-by-side in the Power BI visual provided as Part of Task 3. The point is to build a database of advisory guidance to compare to actual control strategies. In this scope, the recommendations will never advance beyond an advisory tool, but if PRWRF staff like the results and trust the results, these recommendations could be integrated into a control strategy at an additional cost.

### Task 6.4. Deploy Process Advisor Tool

Both the mechanistic and data-driven models need to be deployed in a digital cloud environment as a workflow. This includes the Influent Model, the Process Model, and the Operational Setpoint Model. As stated earlier, the Influent Model will run once a day at a fixed time, while the other two will run hourly in a sequence. This workflow also involves obtaining other necessary information from SCADA for the Process and Operational Setpoint Models such as the number of primary and secondary clarifiers in service, instrumentation data, the number of basins in service, etc.

The SQL data foundation (Task 1) will be leveraged to securely prepare the required inputs and store the outputs from each model in the sequence. SQL, Python, PowerQuery and/or other scripts will be used to move this information through the workflow. The following views in SQL are expected:

- Prepared data for influent models (8 views updated daily)
- Hourly diurnal flow and load curves for COD/BOD, TKN, TP, TSS, flow, and alkalinity (6 views that do not need to be updated)
- Output from mechanistic model (1 view updated daily)
- Prepared data input for Setpoint Model (1 view updated hourly)
- Output from Setpoint Model (1 view updated hourly)

This will be a Hazen-hosted Azure environment that will display the recommended operating points to the City via the Power BI dashboard (Task 3). This workflow is expected to take up to two hours to complete daily. Hosting fees will be estimated during the course of the project and communicated to the City. While there are no markups, the fees will be an ongoing expense for the City. Success of this step is predicated upon being able to obtain the proper data connectivity linkages described earlier in the scope.

## Task 6.5. Documentation and Training

Hazen will develop a 20-page memorandum documenting the model development and deployment process. An appendix will contain a figure showing the accuracy of each data-driven model on a scatter plot of predicted versus observed values, a feature importance plot, and a SHapley Additive exPlanations (SHAP) plot. This single page document of each model will visually convey its accuracy and the importance and directionality of the independent variables.

Each step of the workflow (Influent Model, automated running of the Process Model, and the Setpoint Model) will be tested and the results shared with the City. Each step will be operated in a test mode and monitored for 30 days by Hazen staff, which will review the results on a weekly basis. During this time period, City staff will also have access to the visualization of results. Following the 30-day test, a virtual meeting will be held to discuss any feedback. Approximately 40 hours of additional development work are allocated for any modifications, and upon completion, the model will be considered complete.

A two-hour virtual training presentation will be held and recorded for PRWRF staff. This presentation will review the content of the technical memorandum and walk users through how to view the results of the models in the Power BI platform. An additional 40 hours of maintenance work to be allocated over the following 6 months are also included. Any additional effort beyond that will require a new scope and fee.

**Task 6 Deliverables:**

- Three additional Power BI pages displaying the recommendations from Process Advisor Tool.
- Azure workflow to sequentially run models and store model outputs.
- Scoring algorithm to enable assessment of current process performance and operate the Optimization Tool.

- 20-page technical memorandum.

## **Task** 7**.** Data-Driven E. coli Model

PRWRF staff may wish to explore additional data-driven modeling outside of secondary treatment and the Process Advisor workflow. This scope item is included to account for one additional data-driven model, which can be developed and deployed as part of Task 3 (alongside the Task 6 deployment of the Process Advisor tool). It is anticipated that the City would like to develop a model to predict E.coli values one day in advance.

The technical approach will be similar to the influent concentration and load model development in Task 6.1. However, it is included separately from Task 6 because the outputs of the models developed under Task 6 could potentially be used as input variables for this model, and it is also anticipated that this model will utilize different independent variables from the models in Task 6, necessitating additional effort. The model in this task is anticipated to include other variables such as secondary effluent characteristics, which would not be appropriate to include in the influent model prediction and a downstream measurement cannot predict an upstream value.

The accuracy of this model will be evaluated using the same approaches described in Task 6. If acceptable accuracy is achieved, this model will be deployed alongside the Process Advisor Tool in Task 6.

A 10-page technical memorandum summarizing the development of this model will be provided. A two-hour virtual training session with City staff will be included and recorded to summarize the model development and document the functionality of the tool and its intended use.

**Task 7 Deliverables:**

- One additional Power BI page displaying the E. Coli predicted value for the following day.
- Azure workflow to sequentially run models and store model outputs.
- A 10-page technical memorandum summarizing the development of this model.
- 2-hour virtual training workshop.

## Meetings

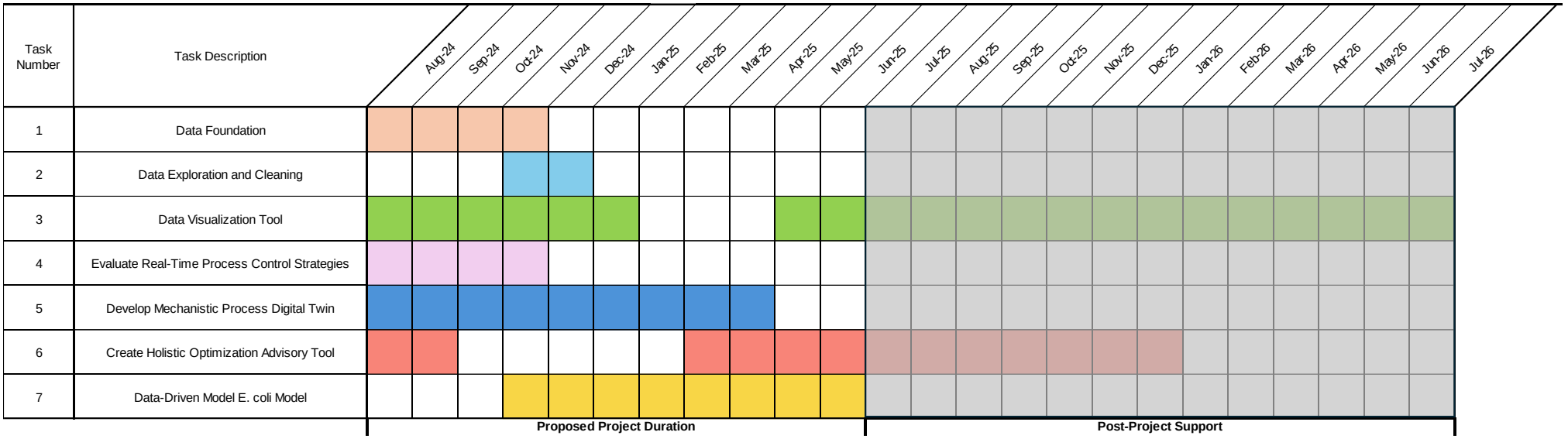
As described above, Hazen will host six (6) virtual progress meetings and three (3) virtual workshops during the course of this task order. The progress meetings will be aimed at providing progress updates to the City as well as soliciting necessary feedback from the City on forthcoming deliverables. The workshops will focus on process staff and operator training in using the mechanistic process digital twin initially, and the Process Advisor Tool ultimately. While the exact agenda for the meetings may be modified in accordance with tool status or priorities for discussion or feedback, the meetings and workshops are broadly expected to cover the following:

| Virtual Meeting / Workshop Number | Associated Tasks | Broad Meeting / Workshop Topic |
|---|---|---|
| Meeting 1<br>(May be up to 5 meetings 1.1, 1.2, 1.3, 1.4, 1.5) | 1 | Meeting with IT or Other City Staff as Needed for Data Sharing, Access and Continuous Updates |
| Meeting 2 | 2 | Meeting to Review Data Flow and Data Cleaning Efforts |
| Workshop 1 | 3 | Review General Data Visualization Tool (Power BI) and Gain Feedback for Finalization of Custom Pages |
| Meeting 3 | 3 | Meeting to Solicit City Inputs on Operational Guidance Pages |
| Meeting 4 | 4 | Meeting to Review Control Strategies |
| Meeting 5 | 5 | Meeting to Train PRWRF Staff on Process Twin Web Application |
| Meeting 6 | 5 | Meeting to Obtain Operator Feedback on Calibrated Twin |
| Workshop 2 | 6 | Workshop to Review Final Tools (Power BI and Web-App) with City |
| Workshop 3 | 7 | Progress Workshop for Data-Driven E.coli Modeling and Integration into Tools |

## Schedule

The figure on the following page provides a summary of the timeline for the proposed tasks. The timeline provided here assumes the completion of Task 1.1 as Time “Zero”, i.e., the timeline of months provided in the figure below is contingent upon the completion of the data warehouse set-up

Hazen


Task Number
Task Description
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
1
Data Foundation
2
Data Exploration and Cleaning
3
Data Visualization Tool
4
Evaluate Real-Time Process Control Strategies
5
Develop Mechanistic Process Digital Twin
6
Create Holistic Optimization Advisory Tool
7
Data-Driven Model E. coli Model
Proposed Project Duration
Post-Project Support

Hazen

## Assumptions

1. For the data-driven modeling portion, at least 3 years of historical daily influent and effluent flow and concentration data for predicted parameters is available for analysis. Daily E. coli measurements and secondary effluent quality data are required for Task 7.

2. For the data-driven modeling portion, at least 6 months and preferably longer of historical hourly operational and flow data for predicted parameters is available for analysis. This includes but is not limited to DO analyzer readings, airflow measurements, blower/aerator energy use, SVI (daily is okay), nutrient analyzer readings, RAS flow, influent flow, WAS flow, and internal recycle flow. This time period must overlap with the above.

3. Microsoft Azure shall be the Cloud-based environment for digital tool deployments.

4. Santa Fe will access all deployments through HazenCloud, which is a Hazen-hosted Azure space. Hazen issues credentials to individual users and organizations.

5. Data acquisitions and connections can be made within two months (Task 1.1). If this timeline is not possible, the rest of the schedule will need to be adjusted accordingly.

## Budget

The proposed not-to-exceed budget to provide the services described herein is $1,120,550. However, the $144,852 remaining in the budget for Task 700 – Digital Twin has been applied as a credit to result in a budget authorization request of $993,892.

Attachment 1 provides a budget breakdown for Task 1 – 7. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

## Attachment 1: Proposed Budget

| | | Total | Fee | | |
|---|---|---|---|---|---|
| Task | Description | Hours | Labor | Expense | Total |
| 1 | Data Foundation | 716 | $143,187 | | $143,187 |
| 2 | Data Exploration and Cleaning | 324 | $73,591 | | $73,591 |
| 3 | Data Visualization Tool | 673 | $124,844 | $1,000 | $125,844 |
| 4 | Evaluate Real-Time Process Control Strategies | 232 | $54,450 | | $54,450 |
| 5 | Develop Mechanistic Process Digital Twin | 992 | $263,499 | $2,000 | $265,499 |
| 6 | Create Holistic Optimization Advisory Tool | 1700 | $389,567 | $2,400 | $391,967 |
| 7 | Data Driven E. coli Model | 275 | $66,011 | | $66,011 |
| | Credit for Budget Remaining in Task 700 | | ($144,852) | | ($144,852) |
| | Subtotal Including Credit | | | | $975,698 |
| | NMGRT (8.1875% of Labor) | | | $18,193 | $18,193 |
| | TOTAL | 4,912 | $970,298 | $23,593 | $993,892 |

Hazen

# City of Santa Fe, NM
# Paseo Real WRF Onsite Operational Support
# Scope of Work

## 1. Project Understanding

The City of Santa Fe (the City) has requested a scope from Hazen and Sawyer (Hazen) to provide onsite operational support at the Paseo Real Water Reclamation Facility (PRWRF). The City has requested full-time support for two months followed by part-time support for the remaining duration of Hazen's contract scheduled to end on September 30, 2026.

## 2. Personnel

Hazen and Sawyer proposes the following staff for this assignment:

- Tom Pfiester – Grade A Wastewater Treatment Operator licensed in Texas and Florida with 21 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Pfiester most recently served as Assistant Director of Wastewater Operations for Miami-Dade County.

- TJ Lynch – Grade IV Wastewater Treatment Operator licensed in North Carolina and Virginia with 31 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Lynch most recently served as Assistant Director of Raleigh Water.

- Charlie Leder – Level 4 Wastewater Treatment Operator licensed in New Mexico with 47 years of wastewater treatment operational experience. Prior to joining Hazen, Mr. Leder most recently served as Manager of Plant Operations for the Albuquerque Bernalillo County Water Utility Authority.

## 3. Scope of Services

Hazen staff will serve as an extension of the City's staff to support the operation of PRWRF. Hazen staff will provide the following services while stationed at the PRWRF:

- Regularly meet with City staff to assess operational challenges and goals.
- Review and reinforce PRWRF operational and regulatory requirements with City staff.
- Provide suggestions to improve plant operations and treatment efficacy.
- Provide hands-on troubleshooting support.
- Help develop Standard Operating Procedures (SOPs) and other operational guidelines.
- Coordinate with other Hazen staff to keep them apprised of onsite activities and new developments.

## 4. Schedule

The budget is based on the following schedule assumptions.

- Mr. Pfiester will be stationed at PRWRF full-time July 24, 2024 through September 27, 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026. During the part-time phase, he will make one 1-week trip to PRWRF per month. The budget includes an additional three weeks of onsite support so Mr. Pfiester can spend four consecutive weeks onsite during the period spanning October 1, 2024 to September 30, 2026. The timing of the 4-week trip will be coordinated by the City and Hazen.

- Mr. Leder will be stationed at PRWRF part-time (50%) during September 2024. He will then be stationed at PRWRF part-time (25%) October 1, 2024 to September 30, 2026.

- Mr. Lynch will periodically visit PRWRF up to four (4) times between September 1, 2024 and September 30, 2026 to provide additional onsite support.

## 5. Assumptions

The following assumptions have been made in preparing the Scope of Work.

- Hazen staff will not function as the PRWRF Operator-in-Charge. Hazen's role is limited to operations support by providing assistance and suggestions as defined above. Neither Hazen nor individual Hazen staff assume liability for regulatory compliance.
- Monthly Operating Reports (MORs) will be reviewed, signed, and submitted by City staff. Hazen staff will not sign MORs or other regulatory documents.

## 6. Budget

The proposed not-to-exceed budget to provide the services described herein is $1,050,000. Attachment 1 provides a budget breakdown. All work will be performed on a time and materials basis. Labor will be billed using categorical rates. Expenses may include reimbursable mileage, airfare, lodging, car rentals, other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Hazen

## Attachment 1: Proposed Budget

| | | Total | Fee | | |
|---|---|---|---|---|---|
| **Task** | **Description** | **Hours** | **Labor** | **Expense** | **Total** |
| 1 | Full-Time Support | 396 | $108,196 | | $108,196 |
| 2 | Part-Time Support | 2,643 | $749,478 | | $749,478 |
| 3 | Project Management | 50 | $15,541 | | $15,541 |
| 4 | Expenses Allowance | | | $105,291 | $105,291 |
| | Subtotal | | $873,215 | $105,291 | $978,506 |
| | NMGRT (8.1875% of Labor) | | | $71,494 | |
| | **TOTAL** | **3,089** | **$873,215** | **$176,785** | **$1,050,000** |

Item #:24-0299
Munis Contract #: 3204638
SWPA/GSA/Coop/RFP/ITB#: _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Hazen & Sawyer**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

## RECITALS

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall perform all the work required by this contract and any amendments thereof to build upon the improvements initiated in April 2023. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) respond to the EPA's and NMED's requirement that the City eliminate or mitigate violations identified by the EPA within the shortest possible time. These actions, included as part of the a comprehensive plan, will clearly demonstrate the City's commitment to complete this project within the shortest possible time in the most efficient way possible.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the Paseo Real Water Reclamation Facility (PRWRF), combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following ten (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications and regularly established weekly updates to improve communication and restore trust with Regulators.

3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflow, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.

8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.

9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container based sand filtration equipment and related pumping capability.

10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment, as described in Contract Documents.

The Contractor shall provide the following services for the City:

See Exhibit A for additional detail for the Scope of Work

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to professional services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

**3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed two million seven hundred eighteen thousand dollars ($2,718,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract and shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract excluding gross receipts tax and expenses, shall not exceed $2,718,000.00 (two million, seven hundred eight-teen thousand). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining 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.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

**4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **in three years from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

**5. Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

**6. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

**9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service – Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. Amendment**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the Emergency Procurement and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

**20. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

**21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

**22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

**24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor,

its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**28. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
City of Santa Fe Wastewater Division
Attn: Micheal Dozier, Wastewater Division Director
341 Caja del Rio Road
Santa Fe, NM 87505

To the Contractor:
Hazen & Sawyer
498 Seventh Ave, 11th Floor
New York, NY 10018

**29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any material provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 16:54 MDT)

ALAN WEBBER, MAYOR

CONTRACTOR:
Hazen Sawyer

Greg Gates

Greg Gates

DATE: Mar 28, 2024

Vice President
TITLE

CRS#: 03-405247-00-0

Registration #: 19-00155538

ATTEST:

GERALYN CARDENAS (Apr 11, 2024 17:04 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 04/10/24 XIV

CITY ATTORNEY'S OFFICE:
Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Hazen
Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

**Re: Paseo Real Water Reclamation Facility (PRWRF)**
**Engineering, Operational Support, and Related Services in**
**Response to EPA Administrative Order CWA-06-2024-1745**

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's plan focuses on improving current data collection, regulatory compliance, operational, knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.
2. Support the City's external communications with the New Mexico Environment Department (NMED).
3. Build a comprehensive base of knowledge management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.
4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.
5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected and rectify gaps to improve process monitoring and control.
6. Develop a model for treatment operations using open-source software that integrates information

available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

## Scope of Work

### 1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

### 2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

3. **Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations**

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

**4. Improve PRWRF laboratory practices, data management, workflows, and communications**

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

**5. Provide an inventory of all PRWRF instrumentation**

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

**6. Develop a model for treatment operations**

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

## Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

## Schedule

The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

## Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

## Attachment 1

## Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

| Service Item | Proposed time and materials budget |
|---|---|
| 1. Regulatory support | $ 250,000 |
| 2. Communications support | $ 25,000 |
| 3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations | $ 750,000 |
| 4. Improve PRWRF laboratory practices, data management, workflows, and communications | $ 350,000 |
| 5. Provide an inventory of all PRWRF instrumentation | $ 250,000 |
| 6. Develop a model for treatment operations | $ 300,000 |
| 7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations | $ 200,000 |
| 8. Develop tools for remote simulation and testing of proposed changes to plant | TBD |
| 9. Provide engineering support for short-term plant improvement projects at PRWRF | $ 400,000 |
| Total estimated budget for all Items | $ 2,525,000 |
| NMGRT Allowance[1] | $ 193,000 |
| Total budget including applicable NMGRT | $ 2,718,000 |

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

## LABOR RATES FOR HAZEN AND SAWYER STAFF

| | Rates over next 4 years | | | |
|---|---|---|---|---|
| | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
| Vice President / Project Director | $348.91 | $359.38 | $370.16 | $381.26 |
| Senior Associate | $281.39 | $289.83 | $298.52 | $307.48 |
| Associate | $225.11 | $231.86 | $238.82 | $245.98 |
| Senior Principal Engineer | $191.33 | $197.07 | $202.98 | $209.07 |
| Principal Engineer | $168.83 | $173.89 | $179.11 | $184.48 |
| Engineer | $157.58 | $162.31 | $167.18 | $172.20 |
| Assistant Engineer | $135.06 | $139.11 | $143.28 | $147.58 |
| Technician | $112.55 | $115.93 | $119.41 | $122.99 |
| Effective date for rates | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 |

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

**City of Santa Fe**
**Emergency Determination Form**

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, **City of Santa Fe**

Department Director: John Dupuis

Department Contact: _P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **A. Name of Contractor: AquaSight**

**Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084**

**Amount of prospective contract: $350,000.00**

**Term of prospective contract: Three years**

**B. Name of Contractor: Great Western Electrical**

**Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107**

**Amount of prospective contract: $155,690.08**

**Term of prospective contract: One year**

**C. Name of Contractor: Carollo Engineers, Inc.**

**Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835**

**Amount of prospective contract: $80,000.00**

**Term of prospective contract: One year**

**D. Name of Contractor: ITSQUEST Staffing**

**Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505**

**Amount of prospective contract: $264,463.70**

**Term of prospective contract: One year and two months**

**E. Name of Contractor: Hazen and Sawyer**

**Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109**

**Amount of prospective contract: $2,718,000.00**

**Term of prospective contract: 2.5 years**

**F. Name of Contractor: A.A.C. Construction, LLC**

**Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507**

**Amount of prospective contract: $2,465,837.04**

**Term of prospective contract: Two Years**

**G. Name of Contractor: Molzen Corbin**

**Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106**

**Amount of prospective contract: $180,000**

**Term of prospective contract: Two Years**

**H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)**

**Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007**

**Amount of prospective contract: $903,214.87**

**Term of prospective contract: Three Years**

**GRAND TOTAL: $7,117,250.69**

**The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.**

**Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507**

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

1. Emergency funding request to remediate issues currently affecting the WWTF
   a. Contractors: Hazen and Sawyer ($2.7M), AAC construction (est.$2.5M), Carollo ($80k), Aquasight ($350k), ITSQuest (scheduler $264k), Great Western ($156k), Molzen Corbin ($180k), Rain for Rent ($903K)
   b. Improvements Plan
      - Quarterly Reporting disconnect
      - Weekly Meetings with NMED
      - Unit Process Operating Strategy documentation (Carollo/Hazen)
      - Instrumentation Implementation
      - Model Development/SCADA Integration
      - Sample and Reporting External Support
      - Advanced SCADA for Each Process
      - Unit Process Improvements

See attached proposals and scopes of work for details.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

IV. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

**Certified by:**

_____ Apr 3, 2024

**City Chief Procurement Officer, Travis Dutton-Leyda** **Date**

**City Approval by:**

John Dupuis (Apr 4, 2024 10:44 MDT)

**Department Director, John Dupuis** Apr 4, 2024 **Date**

Marcos Martinez

Marcos Martinez (Apr 3, 2024 17:03 MDT)

**City Attorney, Erin McSherry** Apr 3, 2024 **Date**

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

Apr 3, 2024

**City Manager, John Blair** **Date**

Emily K. Oster

Apr 4, 2024

**Finance Director, Emily Oster** **Date**

***Note: All emergencies must be posted to the SPD website:***
***https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx***
***and the City of Santa Fe's website:***
***https://santafenm.gov/finance-2/purchasing-1/solicitations***

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**
Region 6
**FINDINGS OF VIOLATION AND COMPLIANCE ORDER**
Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

## STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

## FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.

13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.

14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

## SECTION 309 (a)(3) COMPLIANCE ORDER

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.

B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.

C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and

Ms. Mona Tates
tates.mona@epa.gov

## GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024

Date

Cheryl T. Seager

Digitally signed by Cheryl T. Seager
Date: 2024.03.04 16:05:14 -06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

**Offer to:** **John Dupuis**
**City of Santa Fe Public Utilities Department**
**1142 Siler Road**
**Santa Fe, NM 87507**
**Phone: 505-955-4209**
**Email: jedupuis@santafenm.gov"**

| Position Title | Location | Dates of Service FY2024 | Hourly Rate | Weeks | Weekly Units | Unit totals | Rate ** | Subtotals | GRT Rate | GRT | Total Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Manager | SF | 4/1/2024 - 6/30/2024 | $63.10 | 13 | 40 | 520 | $94.02 | $48,889.88 | 8.1875% | $ 4,002.86 | $52,892.74 |

**TOTAL PO AMOUNT** **$52,892.74**

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reiumbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

*Lola Priest*

**Signature**

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

This proposal provides an offer to provide staffing services. ITSQuest, Inc. offers a variety of employment and human resource services. A rate quote on additional services will be provided quickly.

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**John Dupuis**
**City of Santa Fe Public Utilities Department**
**1142 Siler Road**
**Santa Fe, NM 87507**
**Phone: 505-955-4209**
**Email: jedupuis@santafenm.gov"**

| Position Title | Location | Dates of Service FY2025 | Hourly Rate | Weeks | Weekly Units | Unit totals | Max Bill Rate ** | Subtotals | GRT Rate | GRT | Total Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Manager | SF | 7/1/2024 - 6/30/2025 | $63.10 | 52 | 40 | 2080 | $94.02 | $195,559.52 | 8.1875% | $ 16,011.44 | $211,570.96 |

**TOTAL PO AMOUNT $211,570.96**

* Dates are a maximum number of days to be worked. This is not a guarantee of days to be worked.

** To avoid overtime reiumbursements, temporary employees may not work over 40 hours per week.

Price Agreement Number: 40-00000-23-00027

Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)

Term: October 6, 2023 - December 8, 2024

Date: March 19, 2024

*Lola Priest*

**Signature**

This offer is open for a period of thirty days. Acceptance by the offeree must be bound by issuing a purchase order.

MOLZENCORBIN

March 20, 2024

Mr. Michael Dozier
Wastewater Division Manager
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

**RE: Emergency Purchase Order to Address EPA Administrative Order CWA-06-2024-1745 Citing Violations at the City of Santa Fe Paseo Real WWTP.**

Dear Mr. Dozier:

The City of Santa Fe has requested that Molzen Corbin provide this Proposal for Engineering Services to assist in compliance with Administrative Order CWA-06-2024-1745. The Administrative Order was issued to the City of Santa Fe by the U.S. Environmental Protection Agency (USEPA) on March 4, 2024.

Molzen Corbin is one of the most experienced wastewater engineering firms in New Mexico. We have extensive experience designing, upgrading and retrofitting wastewater treatment facilities for communities throughout New Mexico. Our engineering staff regularly designs process modifications to improve performance at wastewater treatment facilities throughout the state.

We have assisted many communities when they have been issued Administrative Orders by the USEPA. We are experienced at working through the Administrative Order process to help communities comply with both the order and the conditions of their NPDES Permit. We have developed a template for responses to Administrative Orders and can assist them with their response.

Our process engineers work with the community's engineers and operators to evaluate data and assess operating conditions to solve water quality discharge problems. We may recommend changes to operating procedures, upgrades to existing facilities, replacement of aging equipment or installation of new infrastructure to improve effluent quality.

The City has expressed that Molzen Corbin develop a data-driven decision making approach to solving the problems at the Paseo Real Wastewater Treatment Facility. The City would like Molzen Corbin to explore ways that the Facility can be updated and streamlined so processes are equipped with that latest technology that is available.

Molzen Corbin understands that time is critical. The City of Santa Fe must submit a response to USEPA by April 3, 2024 as directed in Compliance Order Section C of the Compliance Order.

**WILLINGNESS AND CAPABILITY**

Molzen Corbin currently has staff available with the necessary expertise to assist the City of Santa Fe in complying with the Administrative Order. If the City needs services not offered by Molzen Corbin, this proposal includes fee for Additional Services that would allow Molzen Corbin to hire subconsultants. Additional Services may be used to explore multiple approaches to solving problems.

**SCOPE OF SERVICES**

This project may include but is not limited to the following:

- Research
- Process Engineering
- Design
- Construction Administration
- Telemetry and Controls

**COMPENSATION**
We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates enclosed herein.

**Basic Services – not to exceed $80,000 would include but not be limited to:**

- Research
- Design
- Construction Administration

**Additional Services – not to exceed $100,000 would include but not be limited to:**

- Process Engineering
- Telemetry and Controls
- Other specialized services to be determined.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN

Kevin W. Eades, P.E.
Chief Executive Officer

Enclosure

**MOLZEN-CORBIN & ASSOCIATES**
**STANDARD BILLING RATES**
**AS OF FEBRUARY 1, 2024**

| DEPARTMENT | BILLING CATEGORIES | 2023 RATES |
|---|---|---|
| ***Architectural*** | Senior Principal Architect | 273 |
| | Principal Architect | 252 |
| | Senior Architect | 210 |
| | Project Architect | 168 |
| | Registered Architect | 158 |
| | Intern Architect 2 | 121 |
| | Intern Architect 1 | 95 |
| | Senior Architectural Designer | 142 |
| | Architectural Designer I | 137 |
| | Planner | 111 |
| | Landscape/Irrigation Designer | 111 |
| | | |
| ***Civil Engineering*** | Senior Principal Engineer | 273 |
| | Principal Engineer | 252 |
| | Senior Engineer | 231 |
| | Project Engineer | 189 |
| | Professional Engineer | 163 |
| | Engineering Intern II | 142 |
| | Engineering Intern I | 131 |
| | Senior Civil Design Specialist | 173 |
| | Engineering Design Specialist | 147 |
| | Senior Engineering Design Tech | 153 |
| | Engineering Design Tech | 116 |
| | Associate Engineering Design Tech | 95 |
| | | |
| ***Electrical Engineering*** | Senior Principal Engineer | 273 |
| | Principal Engineer | 252 |
| | Senior Engineer | 210 |
| | Project Engineer | 184 |
| | Professional Engineer | 163 |
| | Engineering Intern II | 142 |
| | Engineering Intern I | 126 |
| | Engineering Design Specialist | 147 |
| | Engineering Design Tech | 116 |
| | Associate Engineering Design Tech | 95 |
| | | |
| ***Mechanical*** | Senior Mechanical Engineer | 195 |

**MOLZEN-CORBIN & ASSOCIATES**
**STANDARD BILLING RATES**
**AS OF FEBRUARY 1, 2024**

| | | |
|---|---|---|
| ***Water Resource Engineering*** | Senior Principal Engineer | 273 |
| | Principal Engineer | 252 |
| | Senior Engineer | 231 |
| | Project Engineer | 184 |
| | Professional Engineer | 163 |
| | Engineering Intern II | 142 |
| | Engineering Intern I | 131 |
| | Sr. Engineering Design Specialist | 168 |
| | Engineering Design Specialist | 142 |
| | Engineering Design Tech | 116 |
| | O & M Specialist | 116 |
| | Associate Engineering Design Tech | 95 |
| | | |
| ***CADD / Survey*** | CADD Operator II | 84 |
| | CADD Operator I | 74 |
| | Survey Technician | 111 |
| | Two Person Survey Crew | 222 |
| | Two Person GPS Survey Crew | 247 |
| | Licensed Surveyor | 231 |
| | | |
| ***Construction Observation*** | Senior Observer/Manager | 111 |
| | Senior Observer | 105 |
| | Observer | 100 |
| | | |
| ***Administration*** | Administrative Aide II | 79 |
| | Administrative Aide I | 58 |
| | Administrative Support | 105 |
| | Grants/Technical Administrator | 116 |
| | Computer Technician | 126 |
| | Senior Technical Writer / Editor | 100 |

***Miscellaneous Expenses***

| | | |
|---|---|---|
| Copies | Per Copy | $0.11 |
| Color Copies | Per 8 1/2 x 11 Copy | $1.00 |
| Color Copies | Per 11 x 17 Copy | $2.00 |
| Prints/Plots(24x36) | Per Sheet | $3.00 |
| Mileage | Per Mile (per IRS) | |
| Sub-Consultants | Cost x 1.1 | |

# Carollo Engineers, Inc.
# On Call Engineering Services for
# Water and Wastewater Processes and Treatment

## SCOPE OF WORK
## TASK ORDER 24-WW-01
## Establishing Operational Excellence
## March 19, 2024

The City of Santa Fe requested assistance to establish knowledge management tools that can be used to document the intent and nuances of each unit process. The resulting documentation can be used for training for new hires and refresher training for existing staff.

An evaluation of current conditions can help define available data, design parameters and current work routines. A gap analysis is typically used to establish the current conditions. From that analysis a more robust approach to formalize a variety of work practices and facility documentation that, if addressed, could provide more consistent facility operation. Consistent facility operation will result in reduced operating costs, less variable facility outputs, and improved O&M awareness.

Initially, three documents are desired. Two are Area Procedures and Expectations (APEs) to capture unit process information: Non-Potable Water Distribution (NPWD) and the Oxidation Ditch Biological Nutrient Removal (BNR) processes. The third is the initial Annual Operations Plan.

This Scope of Services includes working in concert with Hazen and Sawyer and the Wastewater Division Plant Superintendent, with concurrence with the Wastewater Division Director. For success, it is expected that the Plant Superintendent will be heavily involved in the development of the initiatives, with Carollo's and Hazen's Operations Specialists providing guidance and examples to complete and then launch the initiatives developed in this Scope of Services. It is probable that a variety of staff will be engaged, as many of these initiatives involve the existing database, upgraded presentation of concepts and instructions, and computer-based support.

The goal of this Scope of Services is to assist the City of Santa Fe and the Wastewater Division Plant Superintendent in developing means and methods to improve the operation and maintenance of wastewater treatment processes.

The work and resulting deliverables will be split between Carollo Engineers and (under separate authorization) Hazen. Additional authorizations may be required to complete the breadth of the envisioned Establishing Operational Excellence initiatives.

Services will include some or all of the specific tasks listed below, up to the budget upper limit for this Task Order.

**PHASE 1 – Site Visit and Gap Analysis**

Site Visit

1. This allows Operations Specialist(s) to learn the facility, but more importantly, meet the staff to establish our working relationships.

Conduct a gap analysis to understand the current state of facility operations.

1. The analysis will identify strengths, opportunities and concerns.
2. The results will be documented in a report.

Evaluate current databases for completeness.

1. Compare existing data and presentation to best-industry practices.
2. Includes daily process results, data tracking and trending used for process control and optimization.

Evaluate and upgrade existing unit process performance measurement reports.

1. Refine or establish key performance indicators to match typical industry practices.
2. Refine the presentation of performance data in monthly and annual formats to match KPIs and annual operating plan information.

Standardize unit process Standard Operating Procedures for the NPWD and BNR processes.

1. Evaluate existing SOPs against typical industry practices.
2. Define SOPs that may be missing.
3. Provide template to standardize SOPs based on EPA guidance.
4. Assist staff is the development of pilot SOPs based on the Oxidation Ditch BNR process.

**Phase 2 – Develop Pilot APEs**

Develop Area Procedures and Expectations (APEs) for the NPWD and BNR processes.

1. APEs will be developed in PowerPoint.
2. The presentation will define the treatment objectives, process control responses, control points, sampling locations, data recording, crucial SOPs, critical preventative maintenance activities, and expected duties and expectations of maintenance and operator personnel working within the process. These serve as a training tool for new employees and refresher information for others.
3. These APEs will be the model for all other identified process areas.

Draft a Facility Operations and Maintenance Plan (Plan).

1. The Plan establishes how O&M staff operate and maintain each unit process at the facility.
2. The Plan describes sampling means and methods used to demonstrate permit compliance.

Draft an Annual Operating Plan (AOP).

1. The AOP identifies factors, such as projected wastewater flows and loads, as well as activities, such as construction or extraordinary maintenance, which will impact plant operations in the coming year.
2. Based on these factors, specific operating strategies are identified for treatment unit processes for the year.

3. The AOP projects upcoming maintenance or construction activities for advanced planning to support budget allocations.
4. The plan identifies facility or capacity deficiencies to help inform capital improvement upgrades.

## PRELIMINARY PROJECT APPROACH

The project objectives are provided below.

| ID | Description | Work Required |
|---|---|---|
| Phase 1 | | |
| 1.1 | Site Visit and Gap Analysis | • Review current conditions<br>• Conduct interview(s)<br>• Confirm findings<br>• Provide findings in a report |
| 1.2 | Process data reporting evaluation | • Evaluate existing means and methods<br>• Provide report with suggested improvements |
| 1.4 | Data tracking and reporting | • Evaluate existing<br>• Provide report with suggested improvements |
| 1.5 | Standard Operating Procedures | • Evaluate existing<br>• Provide template for to standardize current and/or develop future SOPs |
| Phase 2 | | |
| 2.1 | NPWD Area Procedures and Expectations | • Develop PowerPoint<br>• Provide NPWD staff training |
| 2.2 | BNR Area Procedures and Expectations | • Develop PowerPoint<br>• Provide NPWD staff training |
| 2.3 | Facility Operations and Maintenance Plan | • Develop initial plan |
| 2.4 | Annual Operations Plan | • Develop initial plan |

$80,000.00 of the contractual upper limit is allocated to work to be executed under this Task Order, inclusive of labor and expenses, but exclusive of NMGRT. The work will be invoiced on a time and materials basis. Project management time for staffing and budget management and reporting for this task order will be included when work is active on this task order. A progress report will accompany monthly invoices, providing a summary of work conducted under Task Order 24-WW-01 for the subject invoicing period. The invoice will indicate the amount of the $80,000.00 upper limit for this task order that has been incurred versus the amount remaining.

**Approved:**

| | |
|---|---|
| Michael Dozier<br>Wastewater Division Manager<br>City of Santa Fe | John Rehring<br>Vice President<br>Carollo Engineers, Inc. |
| Date | Date |
| | Becky Luna<br>Senior Vice President<br>Carollo Engineers, Inc. |
| | Date |

# *REVISED a WORK ORDER PRICING*

## A.A.C. Construction, LLC

**OWNER:** CITY OF SANTA FE SEWER DIVISION
**Owner's Rep.:** Michael Dozier
**Project Contact :** Michael Dozier, Ph: 505-955-4642

**CONTRACTOR:** A.A.C. Construction, LLC
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481
**Date:** 3/19/2024

| | |
|---|---|
| **DESCRIPTION:** | **Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.** |
| **LOCATION:** | **73 Paseo Real, Santa Fe, NM 87507** |

| | Item Description | Hours | Labor Rate | Total Cost |
|---|---|---|---|---|
| **LABOR:** | Coordinator | 1200 | $85.00 | $102,000.00 |
| | Superintendent | 960 | $65.00 | $62,400.00 |
| | Foreman | 960 | $55.00 | $52,800.00 |
| | Heavy Equipment Operator III | 960 | $50.00 | $48,000.00 |
| | Delivery Driver | 640 | $50.00 | $32,000.00 |
| | Truck Driver | 640 | $50.00 | $32,000.00 |
| | Laborer III | 960 | $45.00 | $43,200.00 |
| | Laborer III | 960 | $45.00 | $43,200.00 |
| | Laborer IV | 960 | $48.00 | $46,080.00 |
| | Electrician | 640 | $275.00 | $176,000.00 |
| | Welder | 321 | $230.00 | $73,830.00 |
| | **TOTAL LABOR** | | | **$711,510.00** |

| | Material Description | Material Quote Reference | Total Cost |
|---|---|---|---|
| **MATERIAL:** | Sand Media | 3160cf | $25,000.00 |
| | Anthracite | 3160cf | $52,920.00 |
| | Freight for sand | | $38,500.00 |
| | Freight for Anthracite | | $22,000.00 |
| | Traveling Pads, clean out sludge drying beds 80 each | | $24,000.00 |
| | Fittings, Pipes and Parts (Mechanical Supply) | ABQ P & P | $39,450.40 |
| | Misc. Welding Supplies if needed, cat walk,small crane | LA | $25,000.00 |
| | Consumable and misc materials welder | | $8,500.00 |
| | Misc Electrical Parts | | $18,500.00 |
| | **TOTAL MATERIAL** | | **$253,870.40** |

| | Equipment Type | Rate Type | Rate | Qnty | Total Cost |
|---|---|---|---|---|---|
| **EQUIPMENT:** | 289 Mini Loader | | 85 | 640 | $54,400.00 |
| | Excavator | | 160 | 150 | $24,000.00 |
| | Vac Trucks | | 200000 | 1 | $200,000.00 |
| | Dump Truck 1 | | 155 | 360 | $55,800.00 |
| | Dump Truck 2 | | 155 | 360 | $55,800.00 |
| | 1 Ton P.U. With Trailer | | 30 | 10 | $300.00 |
| | 1 Ton Service Truck | | 15 | 80 | $1,200.00 |
| | 1 Ton Pick Up | | 15 | 150 | $2,250.00 |
| | Small Tools/Pumps, Saws, Hand Tools | | 25 | 640 | $16,000.00 |
| | Rebuild up to 8 each Flyt pumps | | 62000 | 8 | $496,000.00 |
| | Freight for Pumps to Abq | | 1200 | 40 | $48,000.00 |
| | Transport Excavator | | 1800 | 2 | $3,600.00 |
| | Transport Mini Loader | | 850 | 8 | $6,800.00 |
| | Telehandler | | 5000 | 3 | $15,000.00 |
| | **TOTAL EQUIPMENT** | | | | **$979,150.00** |

| | |
|---|---|
| **SUBTOTAL:** | $1,944,530.40 |
| Contractor's Fee 16% | $311,124.86 |
| **SUBTOTAL:** | $2,255,655.26 |
| Tax @ 8.1875% | $184,681.77 |
| Insurance & Bonds | $25,500.00 |
| **GRAND TOTAL:** | **$2,465,837.04** |

***Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507***

Authorized Signature

Date

N.M. License # 93237

Great Western Electrical INC.

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

March 19, 2024

RE: Electrical Proposal
Santa Fe Waste Water SCATA Fiber Installation
Attention: Andrew Hardinge
Scope:

- Provide 18,000 feet of 1" innerduct.
- Provide 18,000 feet of TLC 24 fiber indoor, outdoor, and plenum rated.
- Provide and install 10 stainless NEMA4 boxes to end fiber runs in each building.
- Provide and install stainless NEMA4 boxes in manholes where fiber and innerduct splice.
- Pull innerduct and fiber per COSF WWTF proposed innerduct conduit system drawing.
- Provide and install a 2" EMT conduit from the SCATA room in the administration building to the underground manhole conduit system.
- Core holes into manholes to extend raceways to Las Campanas golf course pump house, dissolved air flotation control building, the holding tank by the lime bed, the maintenance office, and the primary clarifiers.

| | |
|---|---|
| Labor | $70,363.35 |
| Material retail | $63,101.26 |
| Material 10% discount | $56,791.14 |
| Equipment | $13,073.50 |
| Permit | $800.00 |
| Sub Total | $141,027.99 |
| NMGRT @ 8.1875% | $11,546.67 |
| Bond | $3,115.42 |
| **Total** | **$155,690.08** |

**Exclusions**

- Damaged to unmarked underground utilities.
- Testing and terminating the fiber.
- Overtime or after-hours work.
- Trench, conduit, fiber, and innerduct to secondary clarifiers and offices.

Regards,
Danny Burson
Project Manager

# City of Santa Fe - Waste Water SCATA

| MATERIAL | QUANTITY | RETAIL COST | UNIT | EXTENDED COST |
|---|---|---|---|---|
| STAINLESS JUNCTION BOXES | 20 | $699.87 | E | $13,997.40 |
| FIBER CABLE | 18042 | $105.54 | C | $19,041.53 |
| 1" INTERDUCT | 18000 | $104.15 | C | $18,747.00 |
| 1" INTERDUCT COUPLING | 100 | $0.61 | E | $61.00 |
| ASPHALT | 17 | $145.81 | E | $2,478.77 |
| 2" RIGID | 100 | $1,797.92 | C | $1,797.92 |
| 2" RIGID 90 | 12 | $73.94 | E | $887.28 |
| 2" RIGID COUPLING | 12 | $20.47 | E | $245.64 |
| 2" RIGID NIPPLES | 12 | $11.10 | E | $133.20 |
| 2" LOCKNUTS | 20 | $150.89 | C | $30.18 |
| 2" PLASTIC BUSHINGS | 30 | $89.65 | C | $26.90 |
| 2" EMT | 300 | $690.63 | C | $2,071.89 |
| 2" EMT 90 | 8 | $28.58 | E | $228.16 |
| 2" EMT COUPLING | 30 | $643.06 | C | $192.92 |
| 2" EMT CONNECTORS | 8 | $579.51 | C | $46.36 |
| 2" MINERALLAC STRAPS | 20 | $182.47 | C | $36.49 |
| FULL STRUT | 100 | $953.53 | C | $953.53 |
| 2" CONDUIT STRAPS | 50 | $349.53 | C | $174.77 |
| ALL THREAD | 20 | $370.11 | C | $74.02 |
| 2" PVC | 500 | $363.38 | C | $1,816.90 |
| 2" PVC COUPLINGS | 20 | $67.70 | C | $13.54 |
| 2" PVC FEMALE ADAPTERS | 20 | $98.45 | C | $19.69 |
| TAPE | 500 | $52.37 | M | $26.19 |
| | | $0.00 | | $0.00 |
| **Total Retail Cost** | | | | **$63,101.26** |
| **10% DISCOUNT** | | | | **$6,310.13** |
| **TOTAL** | | | | **$56,791.14** |

N.M. License # 93237

3310 GIRARD N.E.
ALBUQ., N.M. 87107
(505) 881-6525
Fax (505) 881-6396

City of Santa Fe – Waste Water SCATA
#17 equipment rental or utilization breakdown

| | | |
|---|---|---|
| 2018 caterpillar 259D | 35@$29.10 | $1,018.50 |
| 2018 caterpillar 301.7D | 100@$66.80 | $6,680.00 |
| 2006 caterpillar 416C | 105@$48.10 | $5,050.50 |
| 2017 Bomag BT 65 Tamper | 55@$5.90 | $324.50 |
| | | |
| Total | | $13,073.50 |

Hazen and Sawyer
100 Sun Ave. NE, Suite 206
Albuquerque, NM 87109

March 18, 2024

John Dupuis
Public Utilities Director
City of Santa Fe Public Utilities Department
801 W. San Mateo Rd
Santa Fe, NM 87505

**Re: Paseo Real Water Reclamation Facility (PRWRF)**
**Engineering, Operational Support, and Related Services in**
**Response to EPA Administrative Order CWA-06-2024-1745**

Dear Mr. Dupuis:

We appreciated the opportunity to meet with the City of Santa Fe (City) on Wednesday, March 13, 2024 to discuss the referenced Administrative Order (AO) the City received from the U.S. Environmental Protection Agency (EPA) Region 6. As we discussed, the City would like to implement an overall plan that 1) responds to and resolves the AO, and 2) prepares the City for long-term, future success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) and similarly at a future facility being considered and visioned by the City as an eventual replacement for the PRWRF. The City's plan focuses on improving current data collection, regulatory compliance, operational, knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (9) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications with the New Mexico Environment Department (NMED).

3. Build a comprehensive base of knowledge management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop a "digital twin" model of PRWRF to simulate and help optimize treatment plant operations.

8. Develop tools for remote simulation and testing of proposed changes to plant operations.

9. Provide engineering support for short-term treatment plant improvement projects.

The following narrative further defines the specific activities and services Hazen and Sawyer ("Hazen") proposes to provide. This work will be performed under a new engineering services agreement between the City and Hazen to be issued in response to EPA Administrative Order CWA-06-2024-1745.

## Scope of Work

### 1. Sampling and Regulatory Support

Hazen will coordinate one soil sampling event and four quarterly groundwater sampling events at the PRWRF, with the samples being analyzed for poly- and perfluoroalkyl substances (PFAS). Both the soil and groundwater samples will be analyzed using EPA Method 1633. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff. We have assumed that a total of 10 soil samples will be collected during one soil sampling event (including duplicate samples), and that each sample will be collected from a depth of 2 to 3 feet below ground surface using a hand auger. Ten groundwater samples will be analyzed during each groundwater sampling event (7 PRWRF monitor wells and 3 quality assurance samples). The groundwater sampling for PFAS will begin before Hazen begins supporting the groundwater sampling that is required by the facility's discharge permits (discussed below).

Hazen will coordinate the quarterly groundwater sampling and analysis that is required under discharge permits DP-289 (Wastewater Reclamation Facility) and DP-135 (Sludge Disposal Facility) issued by the NMED Ground Water Quality Bureau (GWQB) for six (6) quarters, starting with the second quarter sampling event in 2024. Hazen will also coordinate the required reporting under these permits. The sampling and reporting will be conducted by a third party in the place of City staff, with minor support from City staff (e.g., for purge water disposal). The City will provide additional information (e.g., monthly totalized average daily and peak daily influent volumes, monthly volumes discharged to each reclaimed domestic wastewater recipient, discharge monitoring reports) for inclusion in the quarterly discharge permit reports prepared for NMED. This task will support the City in achieving compliance with the requirements of these permits.

### 2. Communications Support

Along with City leadership and staff, Hazen staff (Amy Ewing) will participate in weekly phone calls that will be scheduled with NMED to discuss the current and planned activities and progress made in support of responding to and resolving the AO.

**3. Build a comprehensive base of knowledge management tools / decision trees for PRWRF operations**

Daily activities by PRWRF operations, maintenance, and management staff will support routine and consistent compliance with permit limits established by the City's National Pollutant Discharge Elimination System (NPDES) Permit NM 0022292 once staff have a clear understanding of:

- The purpose of each unit process
- Key Performance Indicators (KPIs) for measuring its performance
- Its relationship to upstream and downstream unit processes
- Information needed to monitor the process, and
- Expectations for each level of staff on how to achieve performance goals set for the process

Hazen proposes to develop these understandings by developing a series of documents called Area Procedures and Expectations (APEs) for each of the seven (7) liquid stream unit processes and four (4) solids handling processes at PRWRF. Each APE, developed as a PowerPoint presentation, will provide a clear guide for each level of operations, maintenance, and management staff, and will provide specific guidance for how and when to adjust the process, by how much, and by whom. Hazen's production of APEs will leverage existing Operation and Maintenance (O&M) Manual and Standard Operating Procedure (SOP) documentation the City may already have in place for PRWRF.

APE production will also document gaps between available information routinely collected (e.g., lab tests and SCADA data) versus what is needed to achieve reliable performance, how such information is distributed, and what improvements to information management are needed so that key items are communicated to staff who need it the most and at a frequency that supports their needs. APE production will also identify information and records currently being collected that do not serve the purpose of optimizing a treatment process. Lastly, APEs will capture information provided during the development of Items 4 and 5 described below.

Once the APEs have been prepared, Hazen will provide on-site staff training for each. This will include administering knowledge assessment quizzes to confirm staff are absorbing the critical information needed to successfully operate and maintain each unit process.

The collection of APEs will form the foundation for PRWRF knowledge management / transfer to which existing staff can refer as they work to optimize facility operations and to train future staff. As "living documents", APEs can be periodically updated by the City to reflect new facilities and capital improvements implemented at PRWRF.

The next element of this PRWRF knowledge management program summarizes the information contained in the 11 APEs (7 for liquid processes / 4 for solids handling) and provides an overview for how each process is supposed to work. This document called **Unit Process Operating Strategies** provides a useful reference to all levels of PRWRF staff and will serve as a tool for newcomers so they can quickly become familiar with "the right way" to operate plant facilities.

The final element of the knowledge management program currently envisioned will be preparation of a PRWRF **Operational Plan**. This document will provide information on the staff hierarchy, command and

communications structure, state and federal regulatory permits, plant safety programs, interrelationships with other City work groups (e.g., purchasing and materials management), and key summaries about PRWRF unit processes extracted from the **Unit Process Operating Strategies** document. Whereas the latter focuses on the information needed to optimize plant treatment operations, the **Operational Plan** focuses on the PRWRF enterprise as a whole and the communications within each internal and external City work group needed to achieve the best performance possible from PRWRF.

**4. Improve PRWRF laboratory practices, data management, workflows, and communications**

Hazen will provide the City with external sampling and reporting support for samples that are collected by PRWRF staff and analyzed by the in-house laboratory to demonstrate compliance with applicable state and federal discharge permits and to support operational control of PRWRF unit processes. We will work with City staff to ensure that all lab process documentation is current and complete and will assist in clearly defining appropriate workflows for PRWRF staff involved in sample collection, testing, and reporting of results. This task will include performing a review of lab operations, external collection and testing of laboratory samples for a period of up to 4 weeks, and assistance with the transition back to in-house sampling and analysis after PRWRF staff roles and responsibilities have been clearly defined for future lab activity. Item 4 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

**5. Provide an inventory of all PRWRF instrumentation**

Hazen will develop an updated inventory of all instrumentation installed at PRWRF including calibration procedures and how this information is managed, stored, accessed, and communicated (e.g., paper logbooks, SCADA, Operator10™ software, or an alternate operational data storage platform/historian). This inventory will identify existing instruments that do not perform their intended function and/or could be re-deployed to provide the information needed by Operations staff. This inventory will also note opportunities to add instruments that will support real-time monitoring of treatment processes, as needed to accomplish Items 6 through 8 below. If practical, Hazen will use the City's current asset database format and structure to prepare this inventory of PRWRF instrumentation, which might then be used as an input to the City's asset management program.

**6. Develop a model for treatment operations**

Hazen will use the available information from lab data and SCADA data including any improvements to these sources realized through the outcomes of the work on Items 3 through 5 above, and will develop an operational model for PRWRF performance. This model will be developed using open-source software (e.g., SUMO™, BioWIN™, or similar product) and calibrated using the available data set. This model will be tested using the updated procedures for controlling and adjusting plant operations developed under our work for Item 3. This item includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

7. **Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations**

The modeling work for Item 6 will next be used to develop a more advanced model that will serve as a "digital twin" the City can use for a variety of purposes including:

- A testbed for proposed changes to existing modes of operation for a particular treatment process
- Observing responses to upset / unexpected conditions for influent wastewater
- Assessing the impact that mechanical breakdown of treatment plant equipment may have on plant performance

As described, the "digital twin" should allow the City to evaluate the plant's response to a suite of unexpected stressors and determine what facility improvements or changes to normal operating procedures will foster a more resilient operation. Item 7 includes an initial workshop with Hazen and City staff to further define the City's specific goals and objectives for the work to be completed.

8. **Develop tools for remote simulation and testing of proposed changes to plant**

The City has expressed interest in having Hazen partner with a nationally recognized firm to perform remote modeling, testing, and optimization of PRWRF operations, such as are provided by the company AM-Team or a similar entity. This item will build upon the work completed by Hazen for Items 3 through 7. The specific scope for Item 8 will be further refined once the outcomes for Items 3 through 7 have been established.

9. **Provide engineering support for short-term plant improvement projects at PRWRF**

The City has engaged the services of AAC Construction to perform select construction projects at PRWRF that are characterized as limited scope, remove-and-replace in-kind for specific treatment plant equipment / systems that are out of service or are no longer working. Examples of these limited scope projects include restoring two (2) former traveling bridge filter systems to working condition and installing a new mechanical bar screen the City previously procured. Hazen will provide the engineering support the Contractor may need to properly install and commission these equipment systems so that they perform as intended. There may be other projects of this type that the City decides to undertake, in addition to these two projects, for which Hazen can provide the engineering support the Contractor may need. We have included an allowance of $400,000 to cover the effort we anticipate may be needed for engineering support for short-term plant improvement projects.

## Project Management

Hazen will perform ongoing project management activities including cost control and monitoring, invoicing, and general coordination with the City's project manager and staff for each of the 9 items of support described under **Scope** that the City authorizes. Each month, we will provide an overall progress report and invoice for authorized tasks similar to the reporting and invoicing process we currently employ for Engineering On-call Contract #23-0516.

## Schedule

The work elements described under **Scope** are expected to be completed over the next 30 months, as needed and as directed by City staff. We are prepared to begin our work for the City immediately upon receipt of its written authorization to proceed.

## Compensation

We are requesting an initial authorization of $2,718,000 including NMGRT to provide the services that are described under the Scope. Attachment 1 provides a budget breakdown for Items 1 through 7 and 9. As requested by the City, we have deferred estimating the effort for Item 8, pending completion of Items 1 through 7. All work will be performed on a time and materials basis using the labor rates attached to this letter. Please note these labor rates are the same rates used by Hazen for its work under Engineering On-Call Contract #23-0516 with the City of Santa Fe, and which get adjusted annually at the beginning of the City's fiscal year. Expenses may include reimbursable mileage, printing, mailing, supplies, and other similar costs incurred to perform the work. The Hazen Project Manager will provide status reports indicating percent complete by task with each monthly invoice.

Please call me at (505) 259-1679 or Charlie Leder at (505) 236-3889 if you have any questions or would like to discuss further Hazen's plan for providing services to help the City respond to EPA Administrative Order CWA-06-2024-1745.

Sincerely,

Greg Gates, PE
Vice President

Charles S. Leder, PE
Senior Associate

Accepted by City of Santa Fe Public Utilities Department

By: _____ Date: _____

Name: John Dupuis

Title: City of Santa Fe Public Utilities Director

# Attachment 1

## Proposed budgets for Engineering, Operational Support, and Related Services in Response to EPA Administrative Order CWA-06-2024-1745

| Service Item | Proposed time and materials budget |
|---|---|
| 1. Regulatory support | $ 250,000 |
| 2. Communications support | $ 25,000 |
| 3. Build a comprehensive base of knowledge management tools / roadmaps for PRWRF operations | $ 750,000 |
| 4. Improve PRWRF laboratory practices, data management, workflows, and communications | $ 350,000 |
| 5. Provide an inventory of all PRWRF instrumentation | $ 250,000 |
| 6. Develop a model for treatment operations | $ 300,000 |
| 7. Develop a "digital twin" model of plant operations to simulate and help optimize treatment plant operations | $ 200,000 |
| 8. Develop tools for remote simulation and testing of proposed changes to plant | TBD |
| 9. Provide engineering support for short-term plant improvement projects at PRWRF | $ 400,000 |
| Total estimated budget for all Items | $ 2,525,000 |
| NMGRT Allowance[1] | $ 193,000 |
| Total budget including applicable NMGRT | $ 2,718,000 |

1. Estimate calculated using the Albuquerque FY 2024 NMGRT rate of 7.625%. NMGRT will be assessed on labor and subconsultant work performed in New Mexico.

## LABOR RATES FOR HAZEN AND SAWYER STAFF

| | Rates over next 4 years | | | |
|---|---|---|---|---|
| | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
| Vice President / Project Director | $348.91 | $359.38 | $370.16 | $381.26 |
| Senior Associate | $281.39 | $289.83 | $298.52 | $307.48 |
| Associate | $225.11 | $231.86 | $238.82 | $245.98 |
| Senior Principal Engineer | $191.33 | $197.07 | $202.98 | $209.07 |
| Principal Engineer | $168.83 | $173.89 | $179.11 | $184.48 |
| Engineer | $157.58 | $162.31 | $167.18 | $172.20 |
| Assistant Engineer | $135.06 | $139.11 | $143.28 | $147.58 |
| Technician | $112.55 | $115.93 | $119.41 | $122.99 |
| Effective date for rates | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 |

1. Work performed by subconsultants will be billed at cost plus a 10% mark-up

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

March 19, 2024

John Dupuis
Director, Public Utilities Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87501

**Subject: Proposal for Aquasight APOLLO™ Intelligent Treatment Plant Solution**

Dear Mr. Dupuis,

Aquasight is pleased to submit our proposal for implementation the APOLLO™ Intelligent Treatment Plant Solution for the City of Santa Fe Public Works Department.

With the primary goal of supporting your operations team and their successful work to meet all regulatory requirements at the Paseo Real Water Reclamation Facility, the APOLLO™ solution also will support many other benefits such as improved data visibility and mining for laboratory insights, identification of gaps in plant instrumentation, integration of Digital Twin capabilities for better process control, process optimization, and deeper knowledge capture for workforce training and support.

Our implementation program is collaborative, and we will work with your team to ensure project goals are achieved, and the City is provided with a strong foundational program for intelligent water and wastewater solutions.

If you have any questions, feel free to let us know. We look forward to working with the team.

Jonathan Hasson, PE

Vice President, Smart Water Solutions

Cc: Mahesh Lunani, CEO Aquasight

AQUASIGHT
INTELLIGENT WATER SOLUTIONS

# SANTA FE PUBLIC UTILITIES

# PASEO REAL WATER RECLAMATION FACILITY PROCESS OPTIMIZATION PROJECT PROPOSAL

## March 19, 2024

### BACKGROUND

The City of Santa Fe, NM provides wastewater collection, treatment, and disposal services for nearly 90,000 residents and businesses. The City owns and operates the 9 MGD annual average daily flow (AADF) (rated for 13 MGD) Paseo Real Water Reclamation Facility which is a conventional activated sludge plant that includes screening and sedimentation for primary treatment, oxidation ditch basins, aeration, and clarification for secondary treatment plus nitrogen reduction, and disk and sand filters, chlorination, and dechlorination for tertiary treatment before discharging into the Santa Fe River (**Figure 1**). The City recently received an Administrative Order for permit exceedances in both E. Coli and Nitrogen. As a measure to ensure improved plant effluent performance, optimize data usage and process performance, the City desires a rapidly deployable, data-driven solution for increase opportunities for successful permit compliance.

The PRWRF has adequate data for some process control, but also could benefit from additional sensors and instrumentation to make it a more data rich facility. Data is generated and stored in a variety of different systems, and many of those systems do not share/communicate data well for daily operational benefits. There is an abundance of untapped potential to integrate and mine this data using science or ML/AI-based algorithms to help with process optimization, capture energy and chemical savings, store process knowledge, create maintenance insights, and assist with troubleshooting. This will require a tool that can provide streaming analytics, smart advisors, Aquasight COPILOT™, and actionable assistance to the staff to create a data driven O&M culture.

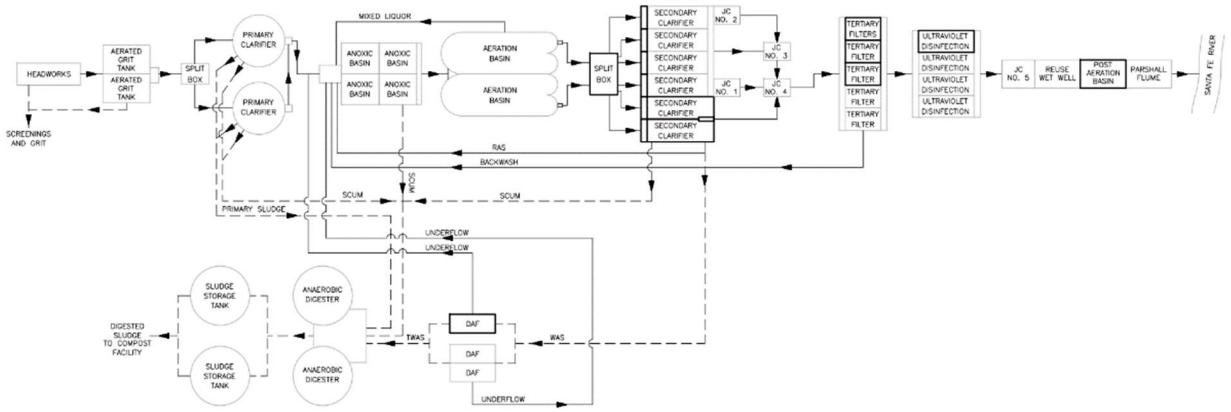


***Figure 1: PRWRF Process Flow Diagram***

## PROJECT GOALS & EXPECTED BENEFITS

The City of Santa Fe Public Works is implementing a strategic initiative to further improve treatment plant effluent performance and reduce operating and maintenance costs by leveraging Aquasight's APOLLO™. The overall goal of this project is to implement a modular real-time advanced analytics and Copilot™ system for liquid unit processes that will support operator success for meeting permit discharge limits and support operational efficiencies for liquid processes that consume the greatest amount of power and chemicals. APOLLO™ will support the City's goals of continuous and measured progress towards the PRWRF optimization goals over time.

Benefits anticipated by implementation of the Aquasight APOLLO™ solution include:

- Deeper integration and sharing of Laboratory sampling data and insights supporting more informed operations.
- Identification of gaps in instrumentation throughout plant processes leading to a more data rich environment for improved process control, optimization, and decision making.
- Implementation of operator focused digital twin functionality allowing for improved real-time streaming insights into potential operational changes and their impacts on process performance KPIs.
- Capture of operational and institutional knowledge by providing a historical record of plant data and operational KPIs for improved new operator training and information recall.

In pursuit of this vision, Aquasight's APOLLO™ software is proposed to assist the City of Santa Fe by:

- Providing a one-stop integrated intelligence dashboarding and analysis solution.
- Integrating a copilot system with built in smart advisors.
- Driving energy and chemical savings and enabling fine tuning of control setpoints.
- Improving daily plant workflow and empowering a data driven decision culture.

- Storing operator knowledge to de-risk operator churn and retirements.
- Providing management visibility through remote off-site access.
- Highlighting compliance risks while providing quick access to process data.
- Enabling predictive maintenance of aeration and disinfection equipment.
- Providing robust tools for workforce training on plant performance at various flows and loads.
- Providing quick access of data for planning and engineering teams.
- Including monitoring and notifications on complex parameters.

Examples of the main dashboard for the aeration and secondary clarifier modules in action are provided in **Figure 2** and **Figure 3**, respectively.




***Figure 2: Example of APOLLO's™ Activated Sludge (Aeration) Module***

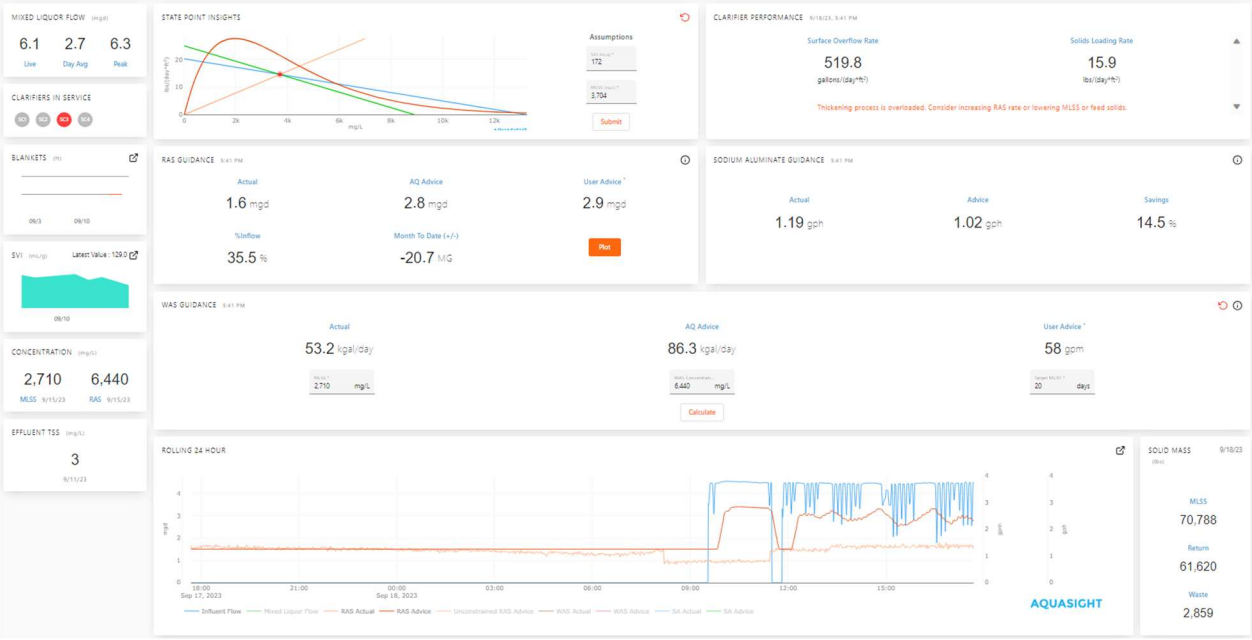


***Figure 3: Example of APOLLO's™ Secondary Clarifier Module***

## SCOPE OF WORK

Generally, the scope of this project includes onboarding the PRWRF to Aquasight's APOLLO™ software equipped with seven (7) modules. The SCOPE OF WORK may change in the future depending on the needs of the plant. The final SOW will be determined in collaboration with the Utility team.

***Table 1: Proposed APOLLO modules for PRWRF***

| Module | Description |
|---|---|
| **Plant Dashboard** | Default APOLLO™ module – Customizable dashboard that allows users to centralize analytics from various APOLLO™ modules to a single screen. |
| **Weather** | Default APOLLO™ module – Live weather radar with various meteorological layers. |
| **Secondary Treatment – Activated Sludge** | Focused on the aeration process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing aerator and process performance. |
| **Secondary Treatment – Secondary Clarifiers** | Focused on the secondary clarification process and RAS/WAS pumping, this module includes monitoring, analytics, and copilot |

| Module | Description |
|---|---|
| | dashboard and a detailed decode feature for analyzing process performance. |
| **Disinfection** | Focused on the UV disinfection with supplemental chlorination and dechlorination process, this module includes monitoring, analytics, and copilot dashboard and a detailed decode feature for analyzing permit compliance and process performance. |
| **Lab Insights** | Default APOLLO™ module – Provides users with a robust plotting tool for lab, live, and analytical data. |
| **SAMI** | Default APOLLO™ module – Digital alert system with customizable alert thresholds for parameters of the most critical interest. |

Additionally, Aquasight will review data sources, data completeness, and instrumentation coverage for the PRWRF. We will make recommendations for additional instrumentation as may be necessary to optimize the data rich environment necessary for an optimized process solution.

The project goals described above will be completed through the following tasks:

**Task 0 – Project Management**
**Task 1 – Data Polling**
**Task 2 – Site Visit and Plant Review Including Instrumentation Review and Recommendations**
**Task 3 – Aeration Onboarding**
**Task 4 – Secondary Clarifier & RAS/WAS Pumping Onboarding**
**Task 5 – UV Disinfection/Chlorination/Dechlorination Onboarding**
**Task 6 – Default Module Configuration**
**Task 7 – Training and Adoption**

## Appendix B: Project Milestones, Timeline, and Deliverables

The Aquasight scope of work for this project will have four key milestones and associated deliverables and will be implemented with approximately the following timelines (**Table 2)**. The timeline is subject to change by mutual agreement between Aquasight and the City of Santa Fe.

***Table 2: Project Delivery Calendar***

| Milestones | WEEKS from Notice to Proceed | Aquasight Deliverables |
|---|---|---|
| 1. Design Review, Instrumentation Review, Data Polling, Connections, Lab & Live Insights | ~ 12 weeks | • APOLLO™ Release 1 – Lab Insights<br>• Milestone 1 Report |
| 2. Secondary Process & Aeration Modules | ~ 16 weeks | • APOLLO™ Release 2 – Secondary & Aeration Modules<br>• Milestone 2 Report |
| 3. Disinfection Module & SAMI Alerts | ~ 22 weeks | • APOLLO™ Release 3 – Disinfection Module & SAMI Alerts<br>• Milestone 3 Report |
| 4. Plant Dashboard, Training & Adoption | ~ 26 weeks | • APOLLO™ Release 4 – Plant Dashboard, Training, & Adoption<br>• APOLLO™ User Manual<br>• Virtual Training Sessions |

# Appendix C: Required Participation from Santa Fe Public Works

## DATA REQUIREMENTS

The following information is required from Santa Fe Public Works for successful project completion:

- Public Works SCADA Data Historian access,
- Public Works LIMS database access,
- Any applicable sensor/instrumentation API details,
- Where applicable, process data spreadsheets and mechanism to routinely upload,
- Process SOP's,
- Process design data,
- Equipment manufacturer information (specs, O&M manuals, etc.)
- Plant drawings of relevant processes,
- Energy bills,
- Control strategy documentation for automated control systems, and
- Plant budget and cost sheets

Where information is not available, assumptions will be made and discussed with Santa Fe Public Works team before implementing it in the APOLLO™ System.

## O&M, SCADA, LAB, AND DESIGN CLARIFICATION MEETINGS

During deployment, in addition to or as a part of any project management meetings, Aquasight may request meetings with key Public Works staff. Such meetings are important to clarify operations, understand assumptions, and agree on key configurations in APOLLO™ systems.

## Appendix D: Project Fee

Aquasight proposes the following Not-To-Exceed project fee for the APOLLO™ solution implementation for the City of Santa Fe Public Works Paseo Real Water Reclamation Facility:

APOLLO™ Onboarding Fee: **Not to Exceed $200,000**
APOLLO™ Annual Fee: **$50,000 per year, minimum three-year contract**

The project billing schedule will be included in the final contract documents, and shall have the basic invoice timing noted below:

- The Onboarding Fee shall be billed in monthly payments during the Onboarding period (estimated over 6 months) with the first Onboarding payment due at contract signing.
- The Annual Fee shall be billed at the beginning of each calendar year, with the first year Annual Fee billed at contract signing.

The following activities are covered in the annual fee:

- **APOLLO™ technology usage:** APOLLO™ technology that has been developed by Aquasight is the core foundation of this project. The technology will be the backbone for releases, metrics, advisors, KPIs and is accessible anywhere, on any device and at any time.
- **APOLLO™ system operations:** APOLLO™ system operations include lab and live database management, analytical scripts management, API management and user preferences, credential, and security management.
- **Infrastructure management:** APOLLO™ runs on several virtual machines and servers. These servers require upkeep and maintenance include software library updates, monitoring of infrastructure metrics and hardware management.
- **Advisor upkeep and maintenance:** Advisors require quality data inputs; unforeseen bad data quality events do occur in practical environment and advisors must be evolved to ensure it discards bad data or debugged to ensure optimal performance of smart advisors.
- **Ticket management and Help desk:** Access Aquasight help desk will operate 8:00 am to 5:00 pm EST during weekdays for any issues such as user access, applications and/or routine troubleshooting. Any high priority issue Aquasight will address in 1-to-4-hour time frame depending on type and nature of this issue during business hours and during weekend and holidays within 24-to-48-hour time frame.
- **SAMI:** Alert's system that manages e-mails, notifications, alert statistics, thresholds management and user settings.
- **Bug fixes:** If we detect any issues or bugs in optimal running of software or technology, Aquasight will fix free of cost and repair those bugs.
- **Data polling maintenance:** Polling software is installed in virtual machine within Santa Fe Public Works. When tag names are changed and database connections are reconfigured, this require polling software to be updated. Public Works should inform or discuss with Aquasight

before making changes on setting and access credentials which may disrupt the flow of data streaming to APOLLO™.

- **Free feature upgrade as part of APOLLO™ product roadmap:** Aquasight continuously evolves its technology and features for driving more value to customers. Such features will be available for free at no additional cost if they are part of the standard product roadmap.

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

BUCKMAN DIRECT DIVERSION
Account: 134939
341 CAJA DEL RIO RD Dba City Of Santa Fe
Santa Fe, NM, 87506
Michael Dozier
505-577-1132
Mldozier@santafenm.gov

Dear Michael Dozier,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2113715 for City of Santa Fe WWTP. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Kimbro Connell at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Kimbro Connell
kconnell@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007

| | | | |
|---|---|---|---|
| Project Name | City of Santa Fe WWTP | Jobsite | City of Santa Fe WWTP |
| Date Prepared | 3/22/2024 | Est. Delivery Date | 4/1/2024 |
| Prevailing Wage | No | Est. Completion Date | 4/1/2025 |

## Project Location

73 Paseo Real
Santa Fe, NM, 87507

## Project Description and Overview

PROJECT DESCRIPTION

Quoted as 28day cycle rental

Does not include applicable sales tax or services

PROJECT OVERVIEW

Provide pump and filtration equipment for max flows of 5mgd at final clarification.

## STATEMENT OF WORK

### RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following: Provide pump and filtration equipment for max flows of 5mgd at final clarification. (2) 60-4SK, (1) 48-4SK, DV200E pump, HDPE pipe and misc fittings.
Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

### Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Job Walk(s) 3-13-2023

### Operating Parameters

System includes: Sand Media
System is designed to operate at a flow rate of 5mgd peak @ 80tdh
The water source location will be clarifor and discharging at location after clarifor. .

### Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

***Jobsite:***
Customer is responsible for:
1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.

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5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

***System:***

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 9000 Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): **https://rainforrentcorp.box.com/v/systemtransferoperation**
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.
7. RFR recommends a small-scale trial run of this product application to ensure system effectiveness. RFR does not warranty the water quality or degree of filtration. At customer request, RFR can perform a Total Suspended Solids (TSS) bench test to better select the appropriate media for optimized filtration effectiveness. Customer will be responsible for the cost of all media.
8. The customer will be designated as the generator for all liquid/solids processed with the use of RFR equipment. All used filtration media, such as carbon, sand, cartridges, bags, coalescing packs, etc. becomes the property of customer and is the responsibility of customer for proper disposal.
9. To activate carbon, customer will need to pre-soak for 24 hours.
10. RFR has not included the cost of the removal and regeneration for non-hazardous carbon. Customer is responsible for TCLP sample for TCLP VOC's, TCLP SVOC's, TCLP RCRA 8, pH. **https://rainforrentcorp.box.com/v/carbongenerator** If the carbon is deemed hazardous and cannot be regenerated, customer is responsible for additional disposal costs and/or final disposal. No media or materials will leave the site unless the TCLP RCRA 8 has been received and deemed non-hazardous unless otherwise noted.
11. RFR equipment/vessels will be taken off rent when the required testing has been submitted and accepted by RFR/Source Carbon Supplier for recycling and or disposal. Vessels cannot be removed until we receive and accept the testing that indicates the carbon is deemed NON-HAZARDOUS. At that time, the equipment will be taken off rent and be scheduled for pick-up from the site. Should the carbon be deemed HAZARDOUS the customer will be responsible to pay a third party for the chain of custody, transportation, and disposal of this material.
12. Additional cleaning and/or inspections may be required if tested material is deemed anything besides non-hazardous.

**Customer is responsible for:**

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

***Upon Pickup:***

Contact the RFR office at 575-524-0879 to schedule pickup when equipment/system is cleaned and ready to be released.
**Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent.** RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up. e picked up.

## Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 14 days prior to delivery.

**Estimated schedule durations:**
Mobilization: 2 days
Installation: 3 days
Operation: TBD
Removal: 2 days
Demobilization: 1 day
System Rental Duration: 1 year or more

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may

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apply subject to mutually agreed upon change order.

**Billing**

1. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

**Safety**

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.

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| PROJECT COSTS | |
|---|---|
| Estimated Rental Total | $21,159.93 |
| Estimated Environmental Recovery Fees | $687.70 |
| **Total Estimated Recurring Charges** | $21,847.63 |
| **PROJECT COSTS** | |
| Estimated Sale Total | $9,479.40 |
| **SERVICES** | |
| Estimated Delivery | $14,818.04 |
| Estimated Installation | $13,883.00 |
| Estimated Removal | $8,018.00 |
| Estimated Pickup | $2,618.04 |
| **GRAND TOTAL** | $70,664.11 |

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name _____ Customer Signature _____ Date _____

**Proposal Acknowledgement**

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

**Rental Protection Plan**

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

| RPP | $3,174.00 | **Accept** ○ | **Decline** ○ |
|---|---|---|---|

**INITIAL** _____

Created Date: 3/20/2024

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## Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

## Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.1.Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of $500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is $150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.2.Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.3.Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2.Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.4.Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

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# Emergency Determination Form WW AO Support

Final Audit Report 2024-04-04

| | |
|---|---|
| Created: | 2024-04-03 |
| By: | Kristy Miera (kamiera@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAf0L7Wg8VU-YEpL4sCq3jWDcINOsdtZl3 |

## "Emergency Determination Form WW AO Support" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-04-03 - 10:59:58 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-04-03 - 11:02:57 PM GMT

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-04-03 - 11:02:57 PM GMT

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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Document emailed to jwblair@santafenm.gov for signature
2024-04-03 - 11:02:57 PM GMT

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2024-04-03 - 11:02:57 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2024-04-03 - 11:03:35 PM GMT

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2024-04-03 - 11:03:48 PM GMT - Time Source: server

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-04-03 - 11:13:44 PM GMT

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Email viewed by jwblair@santafenm.gov
2024-04-04 - 0:02:24 AM GMT

Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-04-04 - 0:09:49 AM GMT

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-04-04 - 0:09:51 AM GMT - Time Source: server

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
Signature Date: 2024-04-04 - 4:44:29 PM GMT - Time Source: server

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-04-04 - 4:46:21 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-04-04 - 4:49:48 PM GMT - Time Source: server

Agreement completed.
2024-04-04 - 4:49:48 PM GMT

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Adobe
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CITY OF SANTA FE

**Date:** November 26, 2024

**To:** Mayor Alan Webber and Governing Body
Finance Committee, Public Works and Utilities Committees

**From:** Steven Walker, Emergency Procurement Program Manager

**Via:** John Dupuis, Public Utilities Department Director

**Subject:** AAC Emergency Amendment 1 – Construction Contract 3204639

**Vendor Name:** A.A.C. Construction, LLC

**Vendor Number:** 7958

---

**ITEM AND ISSUE:**

Public Utility Department respectfully requests your review and approval of an Amendment #1 to 3204639 with A.A.C. Construction, LLC for a Construction Contract. Amendment #1 increases the amount of compensation to support the WWTP with various problems and solutions to bring the WWFT into compliance by $4,109,144.16 and not to exceed total compensation of $6,574,981.20 for a term of 2 years.

**CONTRACT NUMBER:**
The FY24 Munis contract number is 3204639.

**BACKGROUND AND SUMMARY:**
The amendment with A.A.C. Construction, LLC adds to the work already performed for the emergency procurement. When contract 3204639 was originally written, a number of actionable items were quickly determined to help return the Paseo Real Wastewater Reclamation Facility (PRWRF) to compliance from violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387) posed in Administrative Order Docket CWA-06-2024-1765. The contract and determination were approved by the City of Santa Fe Counsel, Mayor and Cleark on 12 April 2024. After Hazen and Sawyer's (contract #3204638) assessment of the facility, a number of other emergency items were identified.

These are listed as follows:

1) Installation of metering manholes and vaults for non-potable water
2) Installation of instrumentations and controls
3) Fabrications and metal installations, including welding operations
4) Acquisition of mechanical parts and supplies
5) Acquisition of building materials for structures
6) Transportation and deliveries
7) Building of minor concrete structures
8) False work for temporary structures
9) Moving of dry soils and aggregates
10) DAF building support to get pumps and electrical working
11) Various hardware and fasteners to keep things together
12) SCADA telemetry electrical support in various buildings

13) Minor building modifications as necessary to accommodate the administrator's/engineer's requirements
14) Aeration equipment assembly, installation, and power supply
15) Heavy equipment support as necessary to accommodate the various tasks.

The original action items were quickly and efficiently dealt with to get the PRWRF into compliance. These new tasks work toward keeping the PRWRF in compliance.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**
The procurement method used was NMSA 1978, Section 13-1-127, Emergency

**Chief Procurement Officer (CPO)/Designee Approval:** _____ **Date:** Nov 26, 2024

**CPO Comment/Exceptions:** Approved Emergency declaration attached.

**FUNDING SOURCE:**
**Fund Name/Number**: Wastewater/500
**Munis Org Name/Number:** Wastewater Capital Projects/5000375
**Munis Object Name/Number:** WIP Construction/572970

**Budget Officer/Designee Approval:** Andy Hopkins **Date:** Nov 26, 2024

**Budget Officer/Designee Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**
IT Components included? ☐ **Yes** | ☒ **No**
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment/Exceptions:** _____

Vehicles included? ☐ **Yes** | ☒ **No**
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment/Exceptions:** _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ **Yes** | ☒ **No**
**Approval**: _____ **Title:** _____ **Date**: _____
**Comment/Exceptions:** _____

Capital Asset or Project ☒ **Yes** | ☐ **No**
**Approval**: Josie Bolden **Title:** Controller **Date**: Nov 26, 2024
**Comment/Exceptions:** Na

**ATTACHMENTS:**
Horizons Declination, Procurement Document: Emergency Determination, Vendor's Quote, Certificate of Liability Insurance (COI), Construction Amendment One, Construction Original Contract

**City of Santa Fe**
**Emergency Determination Form**

The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

Notify all signatories as soon as you are made aware of the emergency. Give them a brief synopsis of the emergency, answer their questions, and let them know this document and all supporting documents will be sent to them for signatures. They should know about the request prior to obtaining signatures.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

**I.**

| | |
|---|---|
| **Department:** | Public Utilities, Wastewater Division, City of Santa Fe |
| **Department Director:** | John Dupuis |
| **Department Contact:** | Michael Dozier |
| **Department Telephone Number:** | (505)955-4642 |
| **Chief Procurement Officer:** | Travis Dutton-Leyda |
| **Telephone Number:** | (505) 629-8351 |

**II.**

| | |
|---|---|
| **Name of Contractor:** | A.A.C. Construction, LLC. |
| **Address of Contractor:** | 18 L Luna Rd, Santa Fe, NM 57507 |
| **Amount of prospective contract:** | $4,109,144.16 |
| **Term of prospective contract:** | Two Years from the date of the original contract |
| **Location of Services:** | Paseo Real Wastewater Reclamation Facility |

**III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

1) Installation of metering manholes and vaults for non-potable water
2) Installation of instrumentations and controls
3) Fabrications and metal installations, including welding operations
4) Acquisition of mechanical parts and supplies
5) Acquisition of building materials for structures
6) Transportation and deliveries
7) Building of minor concrete structures
8) False work for temporary structures
9) Moving of dry soils and aggregates
10) DAF building support to get pumps and electrical working
11) Various hardware and fasteners to keep things together
12) SCADA telemetry electrical support in various buildings

13) Minor building modifications as necessary to accommodate the administrator's/engineer's requirements
14) Aeration equipment assembly, installation, and power supply
15) Heavy equipment support, as necessary, to accommodate the various tasks.

**IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.**

The United States Environmental Protection Agency (EPA) issued Administrative Order (AO) CWA-06-2024-1765 to the City on March 4, 2024. The AO states that the City's Paseo Real Water Reclamation Facility (PRWRF) has repeatedly failed to meet effluent limits specified in the National Pollutant Discharge Elimination System (NPDES) Permit No. NM00222292. The City issued a response to the EPA's AO on April 4, 2024. The City's response provided an initial plan for immediate actions (30 days), near-term actions (6 months), and long-term actions (18 months) intended to address the permit violations as quickly as possible and implement measures to prevent similar exceedances from reoccurring.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission's (WQCC) regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

Emergency procurement is required to complete the urgent action items in the scope of work to cumulatively address the AO. We also face ongoing needs for critical repairs and replacements throughout the plant, including pumps, piping, electrical equipment, and other infrastructure, as well as funding for supplemental chemicals to support critical treatment processes. If the City does not approve emergency procurement to expedite urgent actions, the City risks losing the progress made to date and facing even higher costs in the future due to non-compliance penalties that would prolong the emergency condition.

To keep the Paseo Real Wastewater Reclamation Facility in compliance, the above scope of work is required within two years from April 12, 2024; a time period that does not allow for competitive procurement.

EPA Region 6 Administrative Order Attached.

**V. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

The duration of the emergency procurement is determined by a set schedule of activities required to address and resolve National Pollutant Discharge Elimination System (NPDES) permit violations outlined in the Environmental Protection Agency (EPA) Administrative Order. While the Wastewater Management Division (WWMD) has made significant progress at the PRWRF, both the EPA Administrative Order and NMED Administrative Compliance Order remain in effect. Although the PRWRF is currently meeting most discharge permit requirements, full compliance has not been achieved. Specifically, effluent quality is not continuously meeting permit limits for total nitrogen and total phosphorus. Additional improvements are needed to restore PRWRF's long-term ability to reliably comply with permit requirements. Without continued funding to address these critical issues, the City risks regressing and jeopardizing the progress we've made, which could result in regulatory agencies administering significant financial penalties.

**VI. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

To minimize the impact and duration of emergency procurement, WWMD has prioritized actions that are essential to long-term permit compliance. These actions are complex and multi-tiered, with some improvements requiring dozens of incremental steps to fully resolve. Furthermore, many of the incremental steps cannot be fully defined until preceding steps are completed. In the near term, emergency procurement remains necessary to expedite the most urgent action items critical to permit compliance. In the long term, competitive procurement will be utilized to address non-urgent action items. Both the urgent and non-urgent action items have been documented in an Action Item Log, which the Public Utilities Directory will present to the City Manager.

**Certified by:**

| | |
|---|---|
| **City Chief Procurement Officer, Travis Dutton-Leyda** | **Date** Nov 25, 2024 |

**City Approval by:**

| | |
|---|---|
| John Dupuis (Nov 25, 2024 13:46 MST)<br>**Department Director, John Dupuis** | **Date** Nov 25, 2024 |
| **Senior City Attorney, Erin McSherry** | **Date** Nov 25, 2024 |
| Randy Randall (Nov 25, 2024 21:23 CST)<br>**Interim City Manager, Randy Randall** | **Date** Nov 25, 2024 |
| Emily K. Oster<br>**Finance Director, Emily Oster** | **Date** Nov 25, 2024 |

***Note: All emergencies must be posted to the SPD website: https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx and the City of Santa Fe's website: https://santafenm.gov/finance-2/purchasing-1/solicitations***

# *QUOTE FY 24/25.*

## A.A.C. Construction, LLC

**OWNER:** CITY OF SANTA FE SEWER DIVISION
**Owner's Rep.:** Michael Dozier
**Project Contact :** Michael Dozier, Ph: 505-955-4642

**CONTRACTOR:** A.A.C. Construction, LLC
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481
**Date:** 9/23/24 6:17 AM

| | |
|---|---|
| **DESCRIPTION:** | **Customer Concern: There is an emergency at the WWTF and AAC is being tasked to support the WWTP with the various problems/solutions to bring the WWFT into compliance.** |
| **LOCATION:** | **73 Paseo Real, Santa Fe, NM 87507** |

| | Item Description | Hours | Labor Rate | Total Cost |
|---|---|---|---|---|
| **LABOR:** | Coordinator | 900 | $87.50 | $78,750.00 |
| | Superintendent | 900 | $70.00 | $63,000.00 |
| | Foreman | 800 | $65.00 | $52,000.00 |
| | Heavy Equipment Operator III | 600 | $55.00 | $33,000.00 |
| | Heavy Equipment Operator III | 600 | $55.00 | $33,000.00 |
| | Delivery Driver | 450 | $52.50 | $23,625.00 |
| | Truck Driver | 450 | $55.00 | $24,750.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer IV | 450 | $55.00 | $24,750.00 |
| | Electrician | 700 | $275.00 | $192,500.00 |
| | Welder | 700 | $230.00 | $161,000.00 |
| | **TOTAL LABOR** | | | **$780,875.00** |

| | Material Description | Material Quote Reference | Total Cost |
|---|---|---|---|
| **MATERIAL:** | Manhole Vaults with Haliday Traffic Rated Lids and Pipe Supports (NP Water Vault | 7 x 18950 | $132,650.00 |
| | 12" Mag Meters EH (NP Water Vaults) | 3 x 12084.58 | $36,253.74 |
| | Misc. Parts for Vault Pipes Assembly (NP Water Vaults) | | $58,750.00 |
| | Freight for Vaults (NP Water Vaults) | | $15,250.00 |
| | Building Mods | | $350,000.00 |
| | Structural Steel | | $100,000.00 |
| | Metal Panels | | $50,000.00 |
| | Building Electrical Relocate | | $85,000.00 |
| | Building Mechanical Relocate | | $50,000.00 |
| | Building Concrete | | $45,000.00 |
| | Building Steel Reinforcement | | $35,000.00 |
| | Building Testing | | $18,500.00 |
| | Building Insulation | | $50,000.00 |
| | Strctural Fill | | $50,000.00 |
| | SCADA/Telemetry Support Reroute Conduits and perform terminals | | $45,000.00 |
| | DAF Building Support, Rebuild Motors, Clean Pressure Tank, Install Submersible Pumps, Restart System | | $135,000.00 |
| | Chemicals T-Flock, Alluminum Sulfate | | $200,000.00 |
| | Dry Material for Excavations (Crusher Fines) 500 Tons | 21.64 | $10,820.00 |
| | Subgrade Surfacing (Base Course) 500 Tons | 24.31 | $12,155.00 |
| | Fittings, Pipe Supply | Core & Main | $100,000.00 |
| | Fittings, Pipes and Parts (Mechanical Supply) | ABQ P & P | $50,000.00 |
| | Stainless Steel Bolts and Hardware | Copper State | $50,000.00 |
| | Misc. Welding small crane | LA | $25,000.00 |
| | Juristictional Permits Fees | City/State/County | $15,000.00 |
| | Additional Blanket Policy for Pollution | USI | $10,500.00 |
| | Additional WC Policy for Disease | USI | $18,500.00 |
| | Consumable and misc materials welder | | $50,000.00 |
| | Misc Electrical Parts | | $40,000.00 |
| | **TOTAL MATERIAL** | | **$1,838,378.74** |

**OWNER:** CITY OF SANTA FE SEWER DIVISION
**Owner's Rep.:** Michael Dozier

**Project Contact :** Michael Dozier, Ph: 505-955-4642

**CONTRACTOR:** A.A.C. Construction, LLC
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481

**Date: 9/23/24 6:17 AM**

| | Equipment Type | Rate Type | Rate | Qnty | Total Cost |
|---|---|---|---|---|---|
| **EQUIPMENT:** | 289 Mini Loader | | 95 | 500 | $47,500.00 |
| | Excavator | | 95 | 500 | $47,500.00 |
| | Misc. Heavy Equipment | | 275000 | 1 | $275,000.00 |
| | Crane | | 385 | 150 | $57,750.00 |
| | 1 Ton P.U. With Trailer | | 30 | 10 | $300.00 |
| | 1 Ton Service Truck | | 15 | 80 | $1,200.00 |
| | 1 Ton Pick Up | | 15 | 150 | $2,250.00 |
| | Small Tools/Pumps, Saws, Hand Tools | | 25 | 640 | $16,000.00 |
| | Misc. Heavy Hauling | | 1500 | 10 | $15,000.00 |
| | Temporary Facilities | | 12 | 2500 | $30,000.00 |
| | Freight for Material | | 155 | 350 | $54,250.00 |
| | Transport Mini Excavator | | 1800 | 6 | $10,800.00 |
| | Transport Mini Loader | | 1800 | 6 | $10,800.00 |
| | Traffic Control & Devices | | 20000 | 1 | $20,000.00 |
| | Telehandler | | 10500 | 3 | $31,500.00 |
| | **TOTAL EQUIPMENT** | | | | **$619,850.00** |

| | |
|---|---|
| **SUBTOTAL:** | $3,239,103.74 |
| Contractor's Fee 16% | $518,256.60 |
| **SUBTOTAL:** | $3,757,360.34 |
| Tax @ 8.1875% | $307,633.88 |
| Insurance & Bonds | $44,149.94 |
| **GRAND TOTAL:** | **$4,109,144.16** |

***Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507***

Authorized Signature

Date

# EXHIBIT A

## *REVISED a WORK ORDER PRICING*

**A.A.C. Construction, LLC**

**OWNER:** CITY OF SANTA FE SEWER DIVISION
**Owner's Rep.:** Michael Dozier
**Project Contact :** Michael Dozier, Ph: 505-955-4642

**CONTRACTOR:** A.A.C. Construction, LLC
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481
**Date:** 3/19/2024

| | |
|---|---|
| **DESCRIPTION:** | **Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.** |
| **LOCATION:** | **73 Paseo Real, Santa Fe, NM 87507** |

| | Item Description | Hours | Labor Rate | Total Cost |
|---|---|---|---|---|
| **LABOR:** | Coordinator | 1200 | $85.00 | $102,000.00 |
| | Superintendent | 960 | $65.00 | $62,400.00 |
| | Foreman | 960 | $55.00 | $52,800.00 |
| | Heavy Equipment Operator III | 960 | $50.00 | $48,000.00 |
| | Delivery Driver | 640 | $50.00 | $32,000.00 |
| | Truck Driver | 640 | $50.00 | $32,000.00 |
| | Laborer III | 960 | $45.00 | $43,200.00 |
| | Laborer III | 960 | $45.00 | $43,200.00 |
| | Laborer IV | 960 | $48.00 | $46,080.00 |
| | Electrician | 640 | $275.00 | $176,000.00 |
| | Welder | 321 | $230.00 | $73,830.00 |
| | **TOTAL LABOR** | | | **$711,510.00** |

| | Material Description | Material Quote Reference | Total Cost |
|---|---|---|---|
| **MATERIAL:** | Sand Media | 3160cf | $25,000.00 |
| | Anthracite | 3160cf | $52,920.00 |
| | Freight for sand | | $38,500.00 |
| | Freight for Anthracite | | $22,000.00 |
| | Traveling Pads, clean out sludge drying beds 80 each | | $24,000.00 |
| | Fittings, Pipes and Parts (Mechanical Supply) | ABQ P & P | $39,450.40 |
| | Misc. Welding Supplies if needed, cat walk,small crane | LA | $25,000.00 |
| | Consumable and misc materials welder | | $8,500.00 |
| | Misc Electrical Parts | | $18,500.00 |
| | **TOTAL MATERIAL** | | **$253,870.40** |

| | Equipment Type | Rate Type | Rate | Qnty | Total Cost |
|---|---|---|---|---|---|
| **EQUIPMENT:** | 289 Mini Loader | | 85 | 640 | $54,400.00 |
| | Excavator | | 160 | 150 | $24,000.00 |
| | **Vac Trucks** | | **200000** | **1** | **$200,000.00** |
| | Dump Truck 1 | | 155 | 360 | $55,800.00 |
| | Dump Truck 2 | | 155 | 360 | $55,800.00 |
| | 1 Ton P.U. With Trailer | | 30 | 10 | $300.00 |
| | 1 Ton Service Truck | | 15 | 80 | $1,200.00 |
| | 1 Ton Pick Up | | 15 | 150 | $2,250.00 |
| | Small Tools/Pumps, Saws, Hand Tools | | 25 | 640 | $16,000.00 |
| | **Rebuild up to 8 each Flyt pumps** | | **62000** | **8** | **$496,000.00** |
| | Freight for Pumps to Abq | | 1200 | 40 | $48,000.00 |
| | Transport Excavator | | 1800 | 2 | $3,600.00 |
| | Transport Mini Loader | | 850 | 8 | $6,800.00 |
| | Telehandler | | 5000 | 3 | $15,000.00 |
| | **TOTAL EQUIPMENT** | | | | **$979,150.00** |

| | |
|---|---|
| **SUBTOTAL:** | $1,944,530.40 |
| Contractor's Fee 16% | $311,124.86 |
| **SUBTOTAL:** | $2,255,655.26 |
| Tax @ 8.1875% | $184,681.77 |
| Insurance & Bonds | $25,500.00 |
| **GRAND TOTAL:** | **$2,465,837.04** |

***Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507***

Authorized Signature

Date

STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all relevant times, the facility was a “point source” of a “discharge” of “pollutants” with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which is a “water of the United States” within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. On March 4, 2024, EPA issued Administrative Order Docket Number CWA-06-2024-1745 (Preceding AO) to the Respondent, which cited permit effluent limits violations. The Preceding AO required the correction of the cited violations within thirty (30) days of the issuance. In the event that the required correction was not possible, the Respondent was required to submit a comprehensive plan to eliminate the cited violations within the shortest time possible.

13. On April 4, 2024, the Respondent submitted a written response to the Preceding AO. In the response, the Respondent proposed a comprehensive plan consisting of immediate, near-term, and long-term actions to address the violations and to implement measures to prevent them from reoccurring. Immediate actions were scheduled to have occurred within

thirty (30) days of the April 4, 2024, response letter. Near-term actions were scheduled to be accomplished within six (6) months, and long-term actions within eighteen (18) months.

14. A schedule for compliance to eliminate the cited violations is hereby incorporated, by reference, into this Order.

SECTION 309 (a)(3) COMPLIANCE ORDER

15. Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. The Respondent shall accomplish the following tasks and comply with the following schedule of activities:

| ACTIVITY | DUE DATE |
|---|---|
| 1. Submit a certified statement of the status of the Immediate Actions proposed for completion within thirty (30) days of the April 4, 2024, response letter. | July 30, 2024 |
| **Near-term Actions** | |
| 2. Conduct Onsite Sampling, assess efficacy of the secondary treatment process and recommend process changes to improve treatment efficacy. | September 30, 2024 |
| 3. Collect influent and effluent samples for analysis, to be conducted by an outside laboratory, to determine if the cyanide exceedances are real or an artifact of false positives. | September 30, 2024 |
| 4. Have consultant audit the Respondent's laboratory procedures for cyanide analysis. Submit a certified report of the audit to this office. If the audit effort confirms that the cyanide exceedances are real, then also submit a proposed written action plan to address cyanide exceedances. | September 30, 2024 |
| 5. Repair failed process air piping and diffuser grids to increase the secondary treatment aerobic volume. | September 30, 2024 |
| 6. Install a temporary chemical closing system to improve sludge settling in the secondary clarifiers. Conduct jar testing to determine which specific chemical will be used. | September 30, 2024 |
| 7. Rehabilitate the two (2) existing travelling bridge sand filters so this infrastructure can return to service. | September 30, 2024 |
| 8. Build a comprehensive base of knowledge management tools and decision trees to guide plant staff with use of the developed Standard Operating Procedures (SOPs). | September 30, 2024 |
| 9. Train laboratory staff to improve laboratory sampling and handling practices, data management, workflow, and develop communications protocol for all testing performed to support treatment operations and regulatory compliance. | September 30, 2024 |
| **Long-term Actions** | |
| 10. Develop an inventory of all instrumentation, calibration practices, and data management for process control. Conduct a gap analysis to identify corrective actions for process control instrumentation. | October 31, 2025 |
| 11. Develop a steady-state biological process model of the Water Reclamation Facility to stimulate current treatment performance and evaluate alternatives to improve performance. | October 31, 2025 |
| 12. Attain compliance with all terms of this schedule. | November 30, 2025 |

B. Until compliance is achieved under this Order, Respondent shall submit a Quarterly Report indicating progress of the actions listed in this compliance schedule. The quarters will end in the months of March, June, September, and December and the Quarterly Reports are due by the 15th of the following month.

C. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, or through a virtual platform, as appropriate, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

D. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

E. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Mona Tates
tates.mona@epa.gov

and

Ms. Nancy Williams
williams.nancy@epa.gov

GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

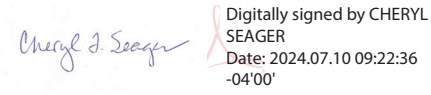
Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

July 10, 2024

Date




Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

# AAC Construction LLC - Emergency Determination_11.25.24

Final Audit Report 2024-11-26

| | |
|---|---|
| Created: | 2024-11-26 |
| By: | Linda Macallister (lmmacallister@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbaAIgfJgaqQirA6JpmkdfhzYCHImHWoE |

## "AAC Construction LLC - Emergency Determination_11.25.24" History

Document created by Linda Macallister (lmmacallister@santafenm.gov)
2024-11-26 - 1:20:52 AM GMT- IP address: 63.232.20.2

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2024-11-26 - 1:21:29 AM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-11-26 - 3:21:34 AM GMT- IP address: 104.28.32.102

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-11-26 - 3:23:24 AM GMT - Time Source: server- IP address: 68.105.56.157

Agreement completed.
2024-11-26 - 3:23:24 AM GMT

Powered by Adobe Acrobat Sign

Item #_____
Munis Contract # 3204639
Original Contract Item # 24-0297
SWPA/GSA/Coop/RFP/ITB #: Emergency Determination

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**CONSTRUCTION CONTRACT**
**ITEM# 24-0297**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated April 11, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **A.A.C. Construction, LLC.** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Contract, the Contractor has agreed to build upon the improvements initiated for the City in April 2024 and to respond to the EPA's and NMED's requirement that the City eliminate or mitigate the violations identified by the EPA within the shortest possible time.
B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

   The second to last paragraph in Article 1 of the Contract shall be amended to read as follows:

   The Contractor's scope of work includes support for plan items 5, 9, and 10 above. Additional detail on the Contractor's scope of work is listed in Exhibits A and B. The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

2. COMPENSATION.

   Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $4,109,144.16 including New Mexico Gross Receipts Tax so that Article 2, paragraph A reads in its entirety

as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed six million five hundred seventy-four thousand nine hundred eighty-one dollars and twenty cents ($6,574,981.20), including gross receipts tax of four hundred ninety-two thousand three hundred fifteen dollars and sixty-five cents ($492,315.65). The New Mexico gross receipts tax levied on the amounts payable under this contract shall be paid by the City to the Contractor.

**The total amount payable to the Contractor under this Contract shall not exceed six million five hundred seventy-four thousand nine hundred eighty-one dollars and twenty cents ($6,574,981.20). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided**

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and

effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Andrew Sisneros (Nov 26, 2024 14:34 MST)
_____
ANDREW SISNEROS, MANAGING MEMBER

DATE: Nov 26, 2024

CRS # 03-157349-00-5

Registration # 222939

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 26, 2024 14:34 MST)
_____
MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

# *QUOTE FY 24/25.*

**A.A.C. Construction, LLC**

**OWNER:** CITY OF SANTA FE SEWER DIVISION
**Owner's Rep.:** Michael Dozier

**Project Contact :** Michael Dozier, Ph: 505-955-4642

**CONTRACTOR:** A.A.C. Construction, LLC
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481

**Date: 9/23/24 6:17 AM**

| | |
|---|---|
| **DESCRIPTION:** | **Customer Concern: There is an emergency at the WWTF and AAC is being tasked to support the WWTP with the various problems/solutions to bring the WWFT into compliance.** |
| **LOCATION:** | **73 Paseo Real, Santa Fe, NM 87507** |

| | Item Description | Hours | Labor Rate | Total Cost |
|---|---|---|---|---|
| **LABOR:** | Coordinator | 900 | $87.50 | $78,750.00 |
| | Superintendent | 900 | $70.00 | $63,000.00 |
| | Foreman | 800 | $65.00 | $52,000.00 |
| | Heavy Equipment Operator III | 600 | $55.00 | $33,000.00 |
| | Heavy Equipment Operator III | 600 | $55.00 | $33,000.00 |
| | Delivery Driver | 450 | $52.50 | $23,625.00 |
| | Truck Driver | 450 | $55.00 | $24,750.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer III | 450 | $52.50 | $23,625.00 |
| | Laborer IV | 450 | $55.00 | $24,750.00 |
| | Electrician | 700 | $275.00 | $192,500.00 |
| | Welder | 700 | $230.00 | $161,000.00 |
| | **TOTAL LABOR** | | | **$780,875.00** |

| | Material Description | Material Quote Reference | Total Cost |
|---|---|---|---|
| **MATERIAL:** | Manhole Vaults with Haliday Traffic Rated Lids and Pipe Supports (NP Water Vault | 7 x 18950 | $132,650.00 |
| | 12" Mag Meters EH (NP Water Vaults) | 3 x 12084.58 | $36,253.74 |
| | Misc. Parts for Vault Pipes Assembly (NP Water Vaults) | | $58,750.00 |
| | Freight for Vaults (NP Water Vaults) | | $15,250.00 |
| | Building Mods | | $350,000.00 |
| | Structural Steel | | $100,000.00 |
| | Metal Panels | | $50,000.00 |
| | Building Electrical Relocate | | $85,000.00 |
| | Building Mechanical Relocate | | $50,000.00 |
| | Building Concrete | | $45,000.00 |
| | Building Steel Reinforcement | | $35,000.00 |
| | Building Testing | | $18,500.00 |
| | Building Insulation | | $50,000.00 |
| | Strctural Fill | | $50,000.00 |
| | SCADA/Telemetry Support Reroute Conduits and perform terminals | | $45,000.00 |
| | DAF Building Support, Rebuild Motors, Clean Pressure Tank, Install Submersible Pumps, Restart System | | $135,000.00 |
| | Chemicals T-Flock, Alluminum Sulfate | | $200,000.00 |
| | Dry Material for Excavations (Crusher Fines) 500 Tons | 21.64 | $10,820.00 |
| | Subgrade Surfacing (Base Course) 500 Tons | 24.31 | $12,155.00 |
| | Fittings, Pipe Supply | Core & Main | $100,000.00 |
| | Fittings, Pipes and Parts (Mechanical Supply) | ABQ P & P | $50,000.00 |
| | Stainless Steel Bolts and Hardware | Copper State | $50,000.00 |
| | Misc. Welding small crane | LA | $25,000.00 |
| | Juristictional Permits Fees | City/State/County | $15,000.00 |
| | Additional Blanket Policy for Pollution | USI | $10,500.00 |
| | Additional WC Policy for Disease | USI | $18,500.00 |
| | Consumable and misc materials welder | | $50,000.00 |
| | Misc Electrical Parts | | $40,000.00 |
| | **TOTAL MATERIAL** | | **$1,838,378.74** |

**EXHIBIT B**

**OWNER:** CITY OF SANTA FE SEWER DIVISION

**Owner's Rep.:** Michael Dozier

**Project Contact :** Michael Dozier, Ph: 505-955-4642

**CONTRACTOR:** A.A.C. Construction, LLC

**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481

**Date: 9/23/24 6:17 AM**

| | Equipment Type | Rate Type | Rate | Qnty | Total Cost |
|---|---|---|---|---|---|
| **EQUIPMENT:** | 289 Mini Loader | | 95 | 500 | $47,500.00 |
| | Excavator | | 95 | 500 | $47,500.00 |
| | Misc. Heavy Equipment | | 275000 | 1 | $275,000.00 |
| | Crane | | 385 | 150 | $57,750.00 |
| | 1 Ton P.U. With Trailer | | 30 | 10 | $300.00 |
| | 1 Ton Service Truck | | 15 | 80 | $1,200.00 |
| | 1 Ton Pick Up | | 15 | 150 | $2,250.00 |
| | Small Tools/Pumps, Saws, Hand Tools | | 25 | 640 | $16,000.00 |
| | Misc. Heavy Hauling | | 1500 | 10 | $15,000.00 |
| | Temporary Facilities | | 12 | 2500 | $30,000.00 |
| | Freight for Material | | 155 | 350 | $54,250.00 |
| | Transport Mini Excavator | | 1800 | 6 | $10,800.00 |
| | Transport Mini Loader | | 1800 | 6 | $10,800.00 |
| | Traffic Control & Devices | | 20000 | 1 | $20,000.00 |
| | Telehandler | | 10500 | 3 | $31,500.00 |
| | **TOTAL EQUIPMENT** | | | | **$619,850.00** |

| | |
|---|---|
| **SUBTOTAL:** | $3,239,103.74 |
| Contractor's Fee 16% | $518,256.60 |
| **SUBTOTAL:** | $3,757,360.34 |
| Tax @ 8.1875% | $307,633.88 |
| Insurance & Bonds | $44,149.94 |
| **GRAND TOTAL:** | **$4,109,144.16** |

***Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507***

Authorized Signature

Date

# *MEMORANDUM*

**DATE:** ***March 29, 2024***

**TO:** ***Mayor Alan Webber and City Council***
***Finance Committee***
***Public Works Public Utilities Committee***

**FROM:** ***John Dupuis, Public Utilities Director*** JD

**VIA:** ***John Blair, City Manager*** JB
***Emily Oster, Finance Director*** EKO

**ITEM:** Emergency Determination and Administrative Order Response

**ISSUE:**
Request Authorization to Complete the Paseo Real Water Reclamation Facility Administrative Order Emergency Project to ensure compliance with National Pollutant Discharge Elimination System (NPDES) and Discharge Permits and associated Contract approvals (Public Utilities Department/John Dupuis)

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***ISSUE:***
In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provides interim corrective measures and for the long-term success in operating and managing the Paseo Real Water Reclamation Facility (PRWRF) necessary to ensure compliance with NPDES and Discharge Permits within the shortest possible time. The referenced Administrative Order (AO), which the City received on March 6th, 2024 from the U.S. Environmental Protection Agency (EPA) Region 6, is attached and requires within 30 days the submission of the comprehensive written plan for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

The scope of work from each vendor included with the Emergency Determination Form, and attached, is a natural progression of the extensive evaluation and improvements-initiated April 2024 and would have been implemented over a reasonable timeframe. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) are responsive to the requirement for the elimination of the violations within the shortest possible time. These actions included as part of the comprehensive plan will clearly communicate our commitment to complete this project within the shortest possible time, averts unnecessary enforcement escalation, and begins to restore the trust of the public and our regulators.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the PRWRF, combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following nine (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications and regularly establish weekly updates to improve communication and restore trust with Regulators.

3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.

8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.

9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container-based sand filtration equipment and related pumping capability.

10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment.

Below is a list of the contractors that to date have provided a proposal/scope of work, the amount of the prospective contract, and the term of the prospective contract that, once authorized, will be negotiated, and executed as quickly as possible.

**A. Name of Contractor: AquaSight**
**Amount of prospective contract: $350,000.00**
**Term of prospective contract: Three years**

**B. Name of Contractor: Great Western Electrical**
**Amount of prospective contract: $155,690.08**
**Term of prospective contract: One year**

**C. Name of Contractor: Carollo Engineers, Inc.**
**Amount of prospective contract: $60,000.00**
**Term of prospective contract: One year**

**D. Name of Contractor: ITSQUEST Staffing**
**Amount of prospective contract: $264,463.70**
**Term of prospective contract: One year and two months**

**E. Name of Contractor: Hazen and Sawyer**
**Amount of prospective contract: $2,718,000.00**
**Term of prospective contract: 2.5 years**

**F. Name of Contractor: A.A.C. Construction, LLC**
**Amount of prospective contract: $2,465,837.04**
**Term of prospective contract: Two Years**

**G. Name of Contractor: Molzen Corbin**
**Amount of prospective contract: $180,000.00**
**Term of prospective contract: Two Years**

**H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)**
**Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007**
**Amount of prospective contract: $1,032,505.46**
**Term of prospective contract: Three Years**

The current total prospective contract amount is **$7,226,496.28**. Contracts Attached for signature are E. Hazen & Sawyer, and A.A.C Construction, LLC others will be forth coming if contracts are required for the service requested.

The total budget amount requested is **$8,000,000**. Due to the critical nature of the funding and schedule for completion of the project, the Public Utilities Department requests authorization to the City Manager to negotiate and execute all necessary contracts and purchase orders to expedite project initiation. Once a contract is executed, the results will be reported to the Governing Body.

**ACTION REQUESTED:**

Request Approval of the of contracts with Hazen & Sawyer in the amount of $2,718,000.00 and with A.A.C Construction, LLC in the amount of $2,465,837.04.

Item #: 24-0297
Munis Contract #: 3204639
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **A.A.C. Construction, LLC** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS,** the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

**WHEREAS,** the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by this contract to build upon the improvements initiated in April 2023. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) respond to the EPA's and NMED's requirement that the City eliminate or mitigate the violations identified by the EPA within the shortest possible time. These actions, included as part of a comprehensive plan, will demonstrate our commitment to complete this project within the shortest possible time in the most efficient way possible.

The comprehensive plan focuses on improving current data collection, regulatory compliance, operational knowledge management / transfer, and management practices at the Paseo Real Water Reclamation Facility (PRWRF), combined with selective capital improvements to existing PRWRF facilities. This comprehensive plan can be broken down into the following ten (10) steps:

1. Provide sampling and regulatory support to ensure compliance with existing permits.

2. Support the City's external communications and regularly established weekly updates to improve communication and restore trust with Regulators.

3. Build a comprehensive base of knowledge & management tools / decision trees to guide PRWRF staff in day-to-day operations and management of the facility.

4. Improve PRWRF laboratory practices, data management, workflows, and communications for

all testing performed to ensure regulatory compliance and/or support treatment operations.

5. Provide an inventory of all PRWRF instrumentation, calibration practices, data flows, and uses of information currently collected, and rectify gaps to improve process monitoring and control.

6. Develop a model for treatment operations using open-source software that integrates information available from lab test results and real-time supervisory control and data acquisition (SCADA) data.

7. Develop continuous modeling results incorporated into an advanced SCADA interface at the PRWRF to simulate and help optimize treatment plant operations and management.

8. Develop tools for simulation, testing, and operation of proposed changes to plant operations and enable remote operational support for emergency conditions.

9. Short-term treatment plant improvement projects. Examples of these limited scope projects include installing a new mechanical bar screen the already procured by the City, restoring two (2) former traveling bridge filter systems to working condition, or portable container based sand filtration equipment and related pumping capability.

10. Additional support to complete the items above including process engineering alternatives development and review, project management and scheduling support, construction related support and services, training support, and related items or equipment, as described in the Contract Documents.

The Contractor's scope of work includes support for plan items 5, 9, and 10 above. Additional detail on the Contractor's scope of work is listed in Exhibit A. The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

## 2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed (two million four hundred sixty-five thousand eight hundred thirty-seven dollars and four cents) ($2,465.837.04), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor.

**The total amount payable to the Contractor under this Contract, excluding Alternates (if needed) gross receipts tax and expenses, shall not exceed** (two million four hundred sixty-five thousand eight hundred thirty-seven dollars and four cents) **$2,465,837,04. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal**

**the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. .

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-128-5(B).

**3. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

**4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor

written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

**5. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment

bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

**9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. Amendment**

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions

made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of the Emergency Procurement and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

**20. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

**21. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the

aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**22. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

**23. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**25. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**26. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
City of Santa Fe
Attn: Michael Dozier, Wastewater Department Director
315 Caja Del Rio
Santa Fe, NM 87507

To the Contractor:
A.A.C. Construction LLC
18 La Luna Road
Santa Fe, NM 87507

**28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 20:41 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:

Andrew Sisneros

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC, ou, email=andrew@cnsp.net, c=US
Date: 2024.04.09 13:23:36 -06'00'

NAME

Managing Member

TITLE

DATE: 04-09-2024

CRS#: 03-157349-00-5

Registration #: 222939

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:06 MDT)

GERALYN CARDENAS, XIV
INTERIM CITY CLERK

GB MTG 04/10/2024

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 9, 2024 14:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

# EXHIBIT A

## REVISED a WORK ORDER PRICING

**A.A.C. Construction, LLC**

**OWNER:** CITY OF SANTA FE SEWER DIVISION
**Owner's Rep.:** Michael Dozier
**Project Contact :** Michael Dozier, Ph: 505-955-4642

**CONTRACTOR:** A.A.C. Construction, LLC
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481
**Date:** 3/19/2024

| | |
|---|---|
| **DESCRIPTION:** | **Customer Concern: There is an emergency at the plant and filters have to be maintained and pumps need to be brought into working condition. House keeping of the sludge will be required to be exported from the facility. AAC is being tasked to support the WWTP with the solutions to the problems at hand.** |
| **LOCATION:** | **73 Paseo Real, Santa Fe, NM 87507** |

| | Item Description | Hours | Labor Rate | Total Cost |
|---|---|---|---|---|
| **LABOR:** | Coordinator | 1200 | $85.00 | $102,000.00 |
| | Superintendent | 960 | $65.00 | $62,400.00 |
| | Foreman | 960 | $55.00 | $52,800.00 |
| | Heavy Equipment Operator III | 960 | $50.00 | $48,000.00 |
| | Delivery Driver | 640 | $50.00 | $32,000.00 |
| | Truck Driver | 640 | $50.00 | $32,000.00 |
| | Laborer III | 960 | $45.00 | $43,200.00 |
| | Laborer III | 960 | $45.00 | $43,200.00 |
| | Laborer IV | 960 | $48.00 | $46,080.00 |
| | Electrician | 640 | $275.00 | $176,000.00 |
| | Welder | 321 | $230.00 | $73,830.00 |
| | **TOTAL LABOR** | | | **$711,510.00** |

| | Material Description | Material Quote Reference | Total Cost |
|---|---|---|---|
| **MATERIAL:** | Sand Media | 3160cf | $25,000.00 |
| | Anthracite | 3160cf | $52,920.00 |
| | Freight for sand | | $38,500.00 |
| | Freight for Anthracite | | $22,000.00 |
| | Traveling Pads, clean out sludge drying beds 80 each | | $24,000.00 |
| | Fittings, Pipes and Parts (Mechanical Supply) | ABQ P & P | $39,450.40 |
| | Misc. Welding Supplies if needed, cat walk,small crane | LA | $25,000.00 |
| | Consumable and misc materials welder | | $8,500.00 |
| | Misc Electrical Parts | | $18,500.00 |
| | **TOTAL MATERIAL** | | **$253,870.40** |

| | Equipment Type | Rate Type | Rate | Qnty | Total Cost |
|---|---|---|---|---|---|
| **EQUIPMENT:** | 289 Mini Loader | | 85 | 640 | $54,400.00 |
| | Excavator | | 160 | 150 | $24,000.00 |
| | **Vac Trucks** | | **200000** | **1** | **$200,000.00** |
| | Dump Truck 1 | | 155 | 360 | $55,800.00 |
| | Dump Truck 2 | | 155 | 360 | $55,800.00 |
| | 1 Ton P.U. With Trailer | | 30 | 10 | $300.00 |
| | 1 Ton Service Truck | | 15 | 80 | $1,200.00 |
| | 1 Ton Pick Up | | 15 | 150 | $2,250.00 |
| | Small Tools/Pumps, Saws, Hand Tools | | 25 | 640 | $16,000.00 |
| | **Rebuild up to 8 each Flyt pumps** | | **62000** | **8** | **$496,000.00** |
| | Freight for Pumps to Abq | | 1200 | 40 | $48,000.00 |
| | Transport Excavator | | 1800 | 2 | $3,600.00 |
| | Transport Mini Loader | | 850 | 8 | $6,800.00 |
| | Telehandler | | 5000 | 3 | $15,000.00 |
| | **TOTAL EQUIPMENT** | | | | **$979,150.00** |

| | |
|---|---|
| **SUBTOTAL:** | $1,944,530.40 |
| Contractor's Fee 16% | $311,124.86 |
| **SUBTOTAL:** | $2,255,655.26 |
| Tax @ 8.1875% | $184,681.77 |
| Insurance & Bonds | $25,500.00 |
| **GRAND TOTAL:** | **$2,465,837.04** |

***Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507***

Authorized Signature

Date

# CITY OF SANTA FE PROCUREMENT CHECKLIST

**Contractor Name:** A.A.C Construction, LLC

**Procurement/contract Title:** Paseo Real Water Reclamation Facility

**Procurement Method/Vehicle:** ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: Emergency Procurement

Requesting Department: Public Utilities Staff Name: John Dupuis

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

| YES | N/A | | YES | N/A | |
|---|---|---|---|---|---|
| ☒ | ☐ | **Written Determination (srvs)** | ☐ | ☒ | **Quote(s) (3 Valid & Current for Over 20k)** |
| ☐ | ☒ | **RFP - Confidential info to be provided to GB by CPD Buyer** | ☒ | ☐ | **BAR** |
| ☐ | ☒ | **ITB (include bid tab)** | ☐ | ☒ | **FIR** |
| ☒ | ☐ | **Other: _Emergency Procurement_____** | ☐ | ☒ | **Certificate of Insurance (srvs)** |
| ☐ | ☒ | **Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)** | | | |
| ☐ | ☒ | **Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)** | | | |
| ☒ | ☐ | **Summary of Contract (only on contracts)** | | | |
| ☒ | ☐ | **Current Santa Fe Business Registration (or Exemption if no tax)** | | | |
| ☒ | ☐ | **Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)** | | | |
| ☐ | ☒ | **Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)** | | | |
| ☐ | ☒ | **Evaluation Committee Report (RFPs only)** | | | |
| ☐ | ☒ | **Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email** | | | |
| ☒ | ☐ | **>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)** | | | |

| | | |
|---|---|---|
| John Dupuis<br>Department Point of Contact | Director<br>Title | 04/05/2024<br>Date |
| John Dupuis<br>Department Director | | <br>Date |
| Travis Dutton-Leyda<br>Chief Procurement Officer | | Apr 5, 2024<br>Date |
| <br>ITT Representative | <br>Title | <br>Date |

CoSF

Version 3 12.1.2023

# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

**All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):**

**1.a** Munis Contract: 3204639 Procurement # (RFP/ITB# If any):

Contractor: A.A.C Construction, LLC.

*Procurement Method/Vehicle:* Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Emergency Procurement Paseo Real Reclamation Facility

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: Upon Approval Term End Date: 2 Years Total Contract Amount: 2,465,837.04

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* 04/10/2024

Contract / Lease:

**1.b** Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for:

**2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

New contract for a term of 2 years from date of approval to respond to the EPA's and NMED's requirement that the City eliminate or mitigate violations identified by the EPA within the shortest possible time. These actions, included as part of a comprehensive plan, will clearly demonstrate the City's commitment to complete this project within the shortest possible time in the most efficient way possible.

**3. Procurement History:** _____

Purchasing Officer Review: Date: Apr 5, 2024

Comment & Exceptions: _____

**4. Funding Source:** _____ **Org / Object:** 5000375.572970

Andy Hopkins

Budget Officer Approval: Date: Apr 5, 2024

Comment & Exceptions: _____

**5. Grant History (if applicable):** _____

Grants Administrator Approval: _____ **Date** _____

***Staff Contact who Completed This Form:*** John Dupuis Phone #: 505-955-4233

**To be recorded by City Clerk:**

Clerk # _____ Email: _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

# City of Santa Fe New Mexico
## Memorandum

**Date:** March 29, 2024

**To:** Mayor Alan Webber and City Council
Finance Committee
Public Works Public Utilities Committee

**Via:** Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
John Dupuis Public Utilities Department Director

**From:** Michael Dozier Wastewater Management Division Director

**Subject:** BAR

---

**ITEM AND ISSUE:**
Wastewater Management is requesting a Budget increase from Cash Balance in Wastewater Enterprise Fund to WWMD WIP Construction (5000375-572970) to fund Emergency Procurement in the amount of $8,000,000.

**BACKGROUND AND SUMMARY:**
The Wastewater Treatment Facility is currently suffering wastewater treatment challenges causing difficulties maintaining consistent compliance with monitoring standards. An Environmental Protection Agency (EPA) Administrative Order and New Mexico Environment Department (NMED) Notice of Noncompliance has initiated an Emergency Procurement to remedy the compliance issues from multiple fronts.

**FUNDING SOURCE:**
Fund Name/Number: Wastewater Enterprise Fund/500
Munis Org Name/Number: CIP / 5000375
Munis Object Name/Number: WIP Construction / 572970

**ACTION REQUESTED:**
Wastewater Management respectfully requests the transfer of $8,000,000 dollars from Cash Balance in Wastewater Enterprise Fund to WWMD WIP Construction (5000375-572970) to fund Emergency Procurement.

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/Wastewater to ITT | 3/21/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WWMD WIP Construction | 5000375 | 572970 | | 8,000,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Budget Increase from Cash Balance in Wastewater | | | | | |
| Enterprise Fund | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 8,000,000 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

See attached Justification MEMO.

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 500 | (8,000,000) |
| | |
| | |
| | |
| TOTAL: | (8,000,000) |

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

City Council Approval Date: _____

Agenda Item #: _____

Xavier Martinez — Prepared By *{print name}* — 3/21/2024 Date

Michael Dozier — Michael Dozier (Mar 21, 2024 13:58 MDT) — Mar 21, 2024 Date
Division Director Signature *{optional}*

John Dubois (Mar 21, 2024 15:23 MDT) — Mar 21, 2024 Date
Department Director Signature

Andy Hopkins — Budget Officer — Mar 22, 2024 Date

Emily K. Oster — Finance Director *{≤ $5,000}* — Apr 4, 2024 Date

John Blair — John Blair (Apr 4, 2024 17:16 MDT) — Apr 4, 2024 Date
City Manager *{≤ $60,000}*

**Signature:** John Dupuis (Apr 4, 2024 15:34 MDT)

**Email:** jedupuis@santafenm.gov

**City of Santa Fe**
**Emergency Determination Form**

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: Public Utilities, **City of Santa Fe**

Department Director: John Dupuis

Department Contact: _P. Fred Heerbrandt, P.E.

Department Telephone Number: 505-955-4623

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **A. Name of Contractor: AquaSight**

**Address of Contractor: 1650 W. Big Beaver Rd., Troy MI 48084**

**Amount of prospective contract: $350,000.00**

**Term of prospective contract: Three years**

**B. Name of Contractor: Great Western Electrical**

**Address of Contractor: 3310 Girard NE, Albuquerque, nm 87107**

**Amount of prospective contract: $155,690.08**

**Term of prospective contract: One year**

**C. Name of Contractor: Carollo Engineers, Inc.**

**Address of Contractor: P. O. Box 30835, Salt Lake City, UT 84130-0835**

**Amount of prospective contract: $80,000.00**

**Term of prospective contract: One year**

**D. Name of Contractor: ITSQUEST Staffing**

**Address of Contractor: 1012 Marquez Pl Ste 301B, Santa Fe, NM 87505**

**Amount of prospective contract: $264,463.70**

**Term of prospective contract: One year and two months**

**E. Name of Contractor: Hazen and Sawyer**

**Address of Contractor: 100 Sun Ave. NE, Suite 206, Albuquerque, NM 87109**

**Amount of prospective contract: $2,718,000.00**

**Term of prospective contract: 2.5 years**

**F. Name of Contractor: A.A.C. Construction, LLC**

**Address of Contractor: 18 La Luna Rd, Santa Fe, NM 57507**

**Amount of prospective contract: $2,465,837.04**

**Term of prospective contract: Two Years**

**G. Name of Contractor: Molzen Corbin**

**Address of Contractor: 2701 Miles Rd. SE, Albuquerque, NM 87106**

**Amount of prospective contract: $180,000**

**Term of prospective contract: Two Years**

**H. Name of Contractor: Rain for Rent (Western Oilfields Supply Co.)**

**Address of Contractor: 2495 Lakeside Drive, Las Cruces, NM 88007**

**Amount of prospective contract: $903,214.87**

**Term of prospective contract: Three Years**

**GRAND TOTAL: $7,117,250.69**

**The attached contractors and their associated scopes of work will assist City staff in bringing the wastewater reclamation facility into compliance.**

**Location of Services: Paseo Real Wastewater Reclamation Facility, 73 Paseo Real, Santa Fe, NM 87507**

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

1. Emergency funding request to remediate issues currently affecting the WWTF
   a. Contractors: Hazen and Sawyer ($2.7M), AAC construction (est.$2.5M), Carollo ($80k), Aquasight ($350k), ITSQuest (scheduler $264k), Great Western ($156k), Molzen Corbin ($180k), Rain for Rent ($903K)
   b. Improvements Plan
      - Quarterly Reporting disconnect
      - Weekly Meetings with NMED
      - Unit Process Operating Strategy documentation (Carollo/Hazen)
      - Instrumentation Implementation
      - Model Development/SCADA Integration
      - Sample and Reporting External Support
      - Advanced SCADA for Each Process
      - Unit Process Improvements

See attached proposals and scopes of work for details.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**

The United States Environmental Protection Agency (EPA) has issued an Administrative Order (AO) issued to the City of Santa Fe for violations of the Clean Water Act (CWA) (33 U.S.C. §§ 1251-1387). The violations were identified during a review of the permit file and discharge monitoring reports submitted for the Paseo Real Wastewater Reclamation Facility. The violations alleged are for failure to meet permit effluent limitations. This AO does not assess a monetary penalty; however, it does require compliance with applicable federal regulations.

Similarly, the New Mexico Environment Department (NMED) has determined that the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) has been operating in noncompliance with the New Mexico Water Quality Act (WQA) and Water Quality Control Commission (WQCC)' regulations (20.6.2 and 20.6.4 New Mexico Administrative Code) adopted pursuant to the WQA.

To facilitate the most efficient response to these regulators, the City requires emergency procurement to develop a plan and to implement that plan to bring the Paseo Real Wastewater Reclamation Facility into compliance as soon as is feasible to do so.

EPA Region 6 Administrative Order Attached.

III. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**

By immediately bringing these contractors in to perform their requested scopes of work, we can begin to bring the facility into compliance, thereby eliminating or minimizing the associated risks to public health and safety associated with the non-compliant discharge.

IV. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

It is our goal and desire to prevent the conditions that precipitated the need for this emergency procurement by implementing the measures afforded by this emergency procurement.

**Certified by:**

**City Chief Procurement Officer, Travis Dutton-Leyda** — **Date** Apr 3, 2024

**City Approval by:**

John Dupuis (Apr 4, 2024 10:44 MDT)

**Department Director, John Dupuis** — **Date** Apr 4, 2024

Marcos Martinez
Marcos Martinez (Apr 3, 2024 17:03 MDT)

**City Attorney, Erin McSherry** — **Date** Apr 3, 2024

John Blair
John Blair (Apr 3, 2024 18:09 MDT)

**City Manager, John Blair** — **Date** Apr 3, 2024

Emily K. Oster

**Finance Director, Emily Oster** — **Date** Apr 4, 2024

***Note: All emergencies must be posted to the SPD website:***
***https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx***
***and the City of Santa Fe's website:***
***https://santafenm.gov/finance-2/purchasing-1/solicitations***

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6
**FINDINGS OF VIOLATION AND COMPLIANCE ORDER**
Docket Number: CWA-06-2024-1745; NPDES Permit Number: NM0022292

## STATUTORY AUTHORITY

The following findings are made, and Order issued under the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by Section 309(a) of the Clean Water Act (Act), 33 U.S.C. § 1319(a). The Administrator of EPA delegated the authority to issue this Order to the Regional Administrator of EPA Region 6, who further delegated this authority to the Director of the Enforcement and Compliance Assurance Division.

## FINDINGS

1. The City of Santa Fe (Respondent) is a municipality which was incorporated under the laws of the State of New Mexico, and as such, is a "person" as that term is defined at Section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

2. At all times relevant to this Order (all relevant times), Respondent owned or operated a municipal wastewater treatment facility located at Airport Road, Santa Fe, Santa Fe County, New Mexico, 87504 (facility), and was, therefore, an "owner or operator" within the meaning of 40 C.F.R. § 122.2.

3. At all times relevant, the facility was a "point source" of a "discharge" of "pollutants" with its municipal wastewater to the receiving waters of Santa Fe River in Segment No. 20.6.4.113 of the Rio Grande Basin which are "waters of the United States" within the meaning of Section 502 of the Act, 33 U.S.C. § 1362, and 40 C.F.R. § 122.2.

4. Because Respondent owned or operated a facility that acted as a point source of discharges of pollutants to waters of the United States, Respondent and the facility were subject to the Act and the National Pollutant Discharge Elimination System (NPDES) program.

5. Under Section 301 of the Act, 33 U.S.C. § 1311, it is unlawful for any person to discharge any pollutant from a point source to waters of the United States, except with the authorization of, and in compliance with, an NPDES permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342.

6. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the NPDES program for the discharge of pollutants from point sources to waters of the United States. Any such discharge is subject to the specific terms and conditions prescribed in the applicable permit.

7. Respondent applied for and was issued NPDES Permit No. NM0022292 (herein the permit) under Section 402 of the Act, 33 U.S.C. § 1342, which became effective on September 1, 2021, and expires on August 31, 2026. At all relevant times, Respondent was authorized to discharge pollutants from the facility to waters of the United States only in compliance with the specific terms and conditions of the permit.

8. Part I.A of the permit places certain limitations on the quality and quantity of effluent discharged by Respondent. The relevant discharge limitations are indicated in the attached Table A.

9. Part I.C. of the permit requires the Respondent to sample and test its effluent and monitor its compliance with permit conditions according to specific procedures, in order to determine the facility's compliance or noncompliance with the permit and applicable regulations. It also requires the Respondent to file with EPA certified Discharge Monitoring Reports (DMRs) of the results of monitoring, and Noncompliance Reports when appropriate.

10. Certified DMRs filed by the Respondent with EPA in compliance with the permit show discharges of pollutants from the facility that exceed the permitted effluent limitations established in Part I.A of the permit, as specified in the attached Table B.

11. Each instance in which Respondent discharged pollutants to waters of the United States in amounts exceeding the effluent limitations contained in the permit is a violation of the permit and Section 301 of the Act, 33 U.S.C. § 1311. Each violation of the conditions of the permit or regulations described above is a violation of Section 301 of the Act, 33 U.S.C. § 1311.

12. Administrative Order (AO) Docket Number CWA-06-2019-1773 was issued on March 29, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on May 31, 2019.

13. Administrative Order (AO) Docket Number CWA-06-2019-1818 was issued on August 26, 2019, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on October 23, 2019.

14. Administrative Order (AO) Docket Number CWA-06-2021-1725 was issued on June 1, 2021, regarding the facility's NPDES permit excursions. The Respondent submitted a written response to the AO on June 11, 2021.

## SECTION 309 (a)(3) COMPLIANCE ORDER

Based on the foregoing Findings and pursuant to the authority of Section 309 of the Act, EPA hereby orders Respondent to take the following actions:

A. Within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the reporting and effluent violations cited in this Order.

B. Within thirty (30) days of the effective date of this Order, Respondent shall provide written certification to EPA, Region 6 that the violations cited herein have been corrected and that the facility is in compliance with the requirements of the permit.

C. In the event that Respondent believes complete correction of the violations cited herein is not possible within thirty (30) days of the effective date of this Order, Respondent shall, within thirty (30) days of the effective date of this Order, submit a comprehensive written plan for the elimination of the cited violations within the shortest possible time for EPA review. Such plan shall describe in detail the specific corrective actions to be taken and why such actions are sufficient to correct the violations. The plan may include interim corrective measures to address effluent limit violations as quickly as possible followed by subsequent permanent measures. The plan shall include a detailed schedule for the elimination of the violations within the shortest possible time, as well as measures to prevent these or similar violations from recurring.

D. If Respondent would like to arrange a meeting with EPA to discuss the allegations in this Order, it should contact EPA within forty-five (45) days of the effective date of this Order. The meeting will be held at the Region 6 offices, 1201 Elm Street, Dallas, Texas, and Respondent can provide any information it believes is relevant to this Order. Respondent shall submit to EPA all information or materials it considers relevant to EPA at least ten (10) days prior to the meeting.

E. To arrange a meeting, or to ask questions or comment on this matter, please contact Ms. Mona Tates, of my staff, at (214) 665-7152 or tates.mona@epa.gov.

F. Any information or correspondence submitted by Respondent to EPA under this Order shall be addressed to the following:

Ms. Nancy Williams
williams.nancy@epa.gov

and

Ms. Mona Tates
tates.mona@epa.gov

## GENERAL PROVISIONS

Issuance of this Section 309(a)(3) Compliance Order shall not be deemed an election by EPA to forego any administrative, judicial, civil or criminal action to seek penalties, fines, or any other relief appropriate under the Act for the violations cited herein, or other violations that become known to EPA. EPA reserves the right to seek any remedy available under the law that it deems appropriate.

Respondent may seek federal judicial review of the Order pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

Failure to comply with this Section 309(a)(3) Compliance Order or the Act may result in further administrative action, or a civil judicial action initiated by the United States Department of Justice.

This Order does not constitute a waiver or modification of the terms or conditions of Respondent's NPDES permit, which remains in full force and effect. Compliance with the terms and conditions of this Order does not relieve Respondent of its obligation to comply with any applicable federal, state, or local law or regulation.

The effective date of this Order is the date it is received by the Respondent.

March 4, 2024

Date

Cheryl T. Seager

Digitally signed by Cheryl T. Seager
Date: 2024.03.04 16:05:14 -06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Sherryl Quint | |
|---|---|---|
| Downey & Company<br>6565 AMERICAS PARKWAY NE<br>SUITE 750<br>ALBUQUERQUE NM 87110 | PHONE (A/C, No, Ext): (505) 881-0300 | FAX (A/C, No): (505) 881-0908 |
| | E-MAIL ADDRESS: squint@downeyandco.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : EMC Insurance Companies | |
| INSURER B : Employers Mutual Casualty Company | 21415 |
| INSURER C : New Mexico Security Insurance Company | 15349 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
All-Rite Construction, Inc.
539 Oliver Ross Drive NW
Albuquerque NM 87121

**COVERAGES** **CERTIFICATE NUMBER:** 24/25 Multi **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 5X10001 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 5X10001 | 01/01/2024 | 01/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 5J10001 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 5,000,000<br>$ 5,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 89150.109 | 01/01/2024 | 01/01/2025 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: City of Santa Fe Wastewater Management Division On-Call ContractCertificate holder is recognized as additional insured, as their interest may appear, per policy provisions.

**CERTIFICATE HOLDER**

City of Santa Fe

**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

Sherryl L Quint

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# City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

**Business Location:** 18 LA LUNA RD
SANTA FE, NM 87507

**Owner:** Andrew Sisneros

**License Number:** 222939

**Issued Date:** April 05, 2024

**Expiration Date:** April 05, 2025

**CRS Number:** 03-157349-00-5

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor - Genera

**Fees Paid:** $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

Ver. 16 2/7/2020




# MIDTOWN ARTS AND DESIGN ALLIANCE


CERRILLOS RD.
ST. MICHAEL'S DR.
LLANO ST.
A
B
C
D
Garson Theatre
Fogelson Library
SFAI
Benildus Hall
Garson Studios
Driscoll Hall
N
KEY
New Buildings
Existing Buildings
Temporary Site Activations
Plazas, Paseos and Living Alleys
New Sidewalks
Pathways


CERRILLOS RD.
ST. MICHAEL'S DR.
LLANO ST.
A
B
C
D
Garson Theatre
Fogelson Library
SFAI
Benildus Hall
Garson Studios
Driscoll Hall
N
KEY
New Buildings
Existing Buildings
Temporary Site Activations
Plazas, Paseos and Living Alleys
New Sidewalks
Pathways


Midtown Boundary
Project Boundary
Future Extents of MADA Block
Barracks
SFAI
Tishman
VAC
Marion
Tipton
N

# DEVELOPMENT PARTNER TEAM

MADA
Midtown Arts and Design Alliance

GrowAmerica

homewise®

SERAFINA
- COMPANY -

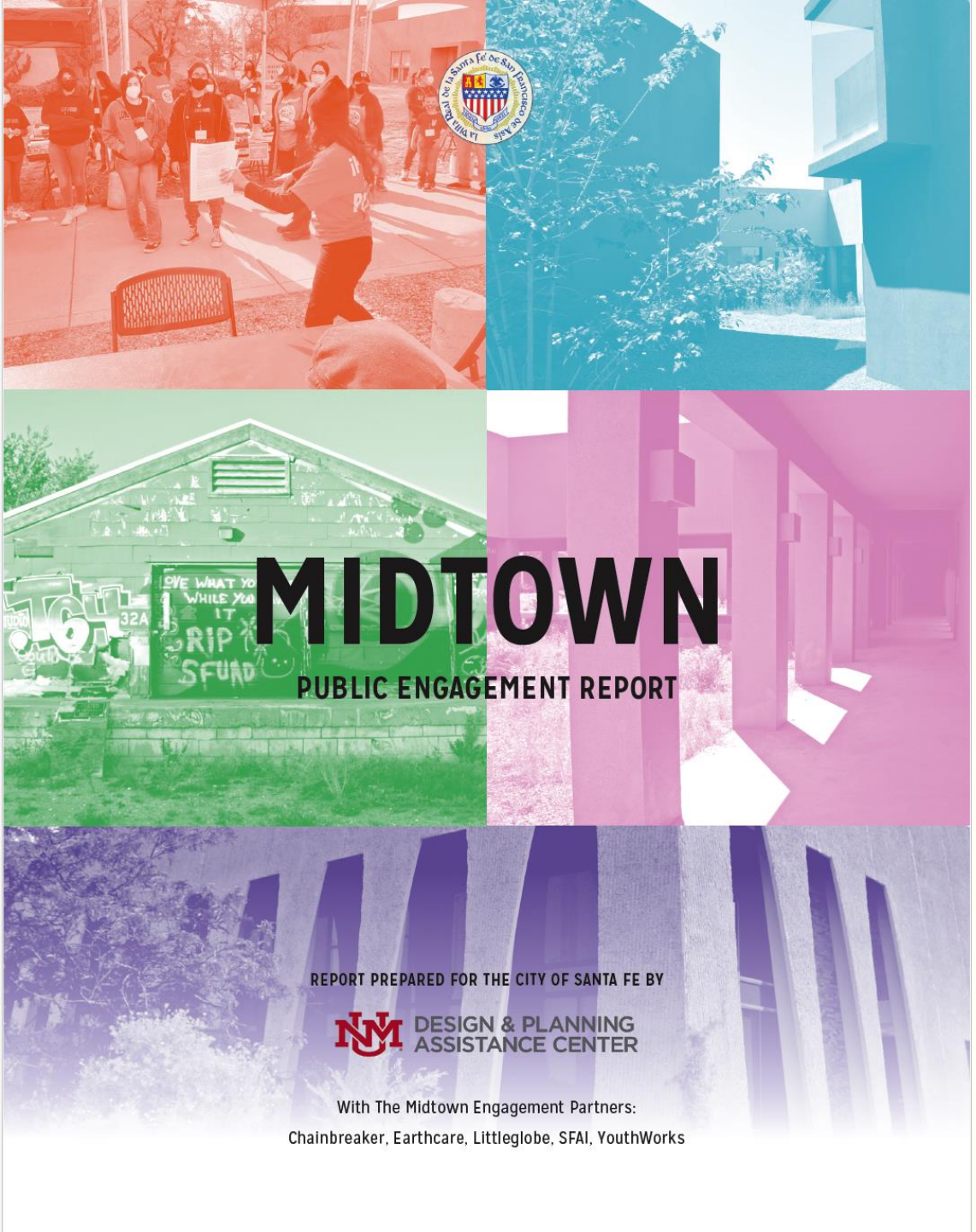
S F
A i

MASS.

MICROGRID
Systems Laboratory

# TENANT PARTNER TEAM






# INTRODUCTION & PURPOSE

**The City of Santa Fe is committed to equitable engagement processes and outcomes in the redevelopment of the Midtown site, while also recognizing a need to account for its investment, which includes about $2 million in debt service annually. The Plan for Midtown's development must balance the economic interests of the City with the public benefits it hoped to achieve by purchasing and developing the property.**

# GUIDANCE FROM THE COMMUNITY … MIDTOWN IS:

- Community Driven
- A Place for Youth & Families
- A Healthy Community
- Sustainable Development
- Supports Local Economic Development
- Provides Services to the Community
- A Place for Art and Culture













# ACCESSIBLE, ALL-AGES, COMMUNITY ARTS & CULTURAL PROGRAMMING











# CULTURAL HERITAGE & TRADITIONS, NEW MEDIA, & CREATIVE TECHNOLOGY














# EDUCATION, TRAINING, LEADERSHIP DEVELOPMENT, & CAPACITY BUILDING

# ALL ENA DELIVERABLES HAVE BEEN MET

## Work Completed to Date Includes:

### Site & Building Due Diligence

- Building and Site Inspections
- Mold, Lead, & Asbestos Inspections
- Conditions Assessments
- Code/ Regulatory Analysis
- Preliminary Building & Site Space Planning & Program
- LEED-ND Checklist
- Energy Analysis, Scope for Electrifying & Installing Photovoltaic Panels
- Finalized parcel lot lines
- Working with City Infrastructure Team

### Operating & Governance

- Preliminary Operating Costs & 15 Yr Operating Proforma
- Sliding Scale Rents to Cover Op Costs & Debt Service Only
- National Precedent Studies
- Letter of Intent - all Tenant Partners
- Preliminary Governance Structure
- Tenant Partner Working Groups Established: Communications, Governance & Resourcing
- Community Development Plan

### Development Costs & Schedule

- Preliminary Cost Estimates with Contingencies
- Phasing Plan
- Sources & Uses with Preliminary Financing Commitments
- Fundraising Feasibility Analysis & Strategy
- $8m pledged to date (33% of total development costs)
- Timeline for Phasing & Completion

# SITE & BUILDING DUE DILIGENCE: KEY FINDINGS

## Visual Arts Center

- Full Replacement of HVAC & Plumbing
- Significant Re-roofing & Stucco Repairs
- No Need to Sprinkler Building
- Some Mold Remediation

## Barracks

- Roof and Structure in Good Condition
- Asbestos & Lead Remediation
- Full HVAC/ Plumbing/ Electrical Upgrade
- Requires Sprinklering
- Requires ADA Improvements



Typical openings. Fixed window(s) left, hollow metal door (right).



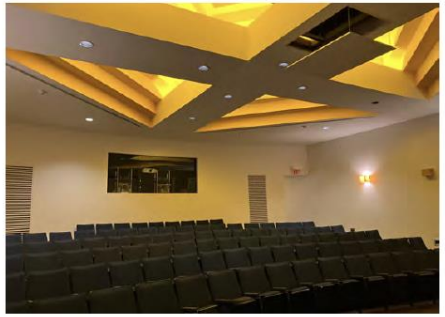
e damage to ceiling, floor, and windows, Tishman 132



Evidence of roof leak at ceiling, Tishman 111A - Library Nook



Window damage in Tishman Seminar Room 132.



Tipton 107 - Lecture Hall



Damaged concrete bench at Marion-Tipton portal walkway.



lamage, Tishman 116 - Visual Resource Library



Darkroom equipment and lighting, Marion 125 - Group Darkroom

# PROPOSED SPACE USES

| % | Sq. Ft. | Space Use |
|---|---|---|
| 7 | 3,634 | Gallery / Exhibitions |
| 5 | 2,620 | Theatre / Performance |
| 36 | 18,749 | Studios / Makerspace |
| 6 | 3,224 | Meeting / Gathering |
| 11 | 5,832 | Professional Offices |
| 16 | 8,672 | Classroom / Training |
| 19 | 9,850 | Circulation / Back of House |

# 66% LEASABLE SPACE

**34,812 SF** **Leasable**

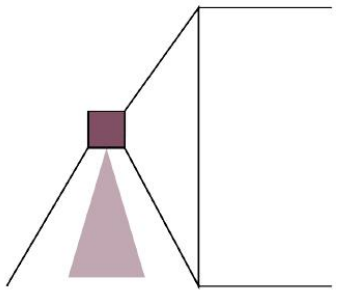
**9,850 SF** **Unleasable**

**7,919 SF** **Shared**

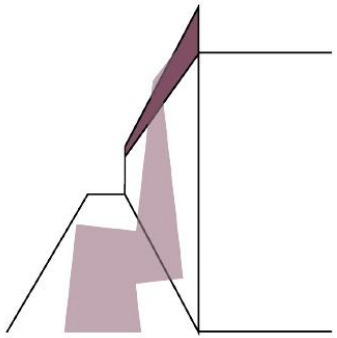
**52,581 SF** **Total**



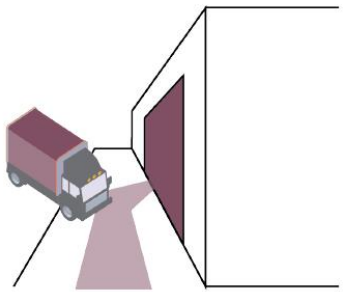
# SITE CIRCULATION



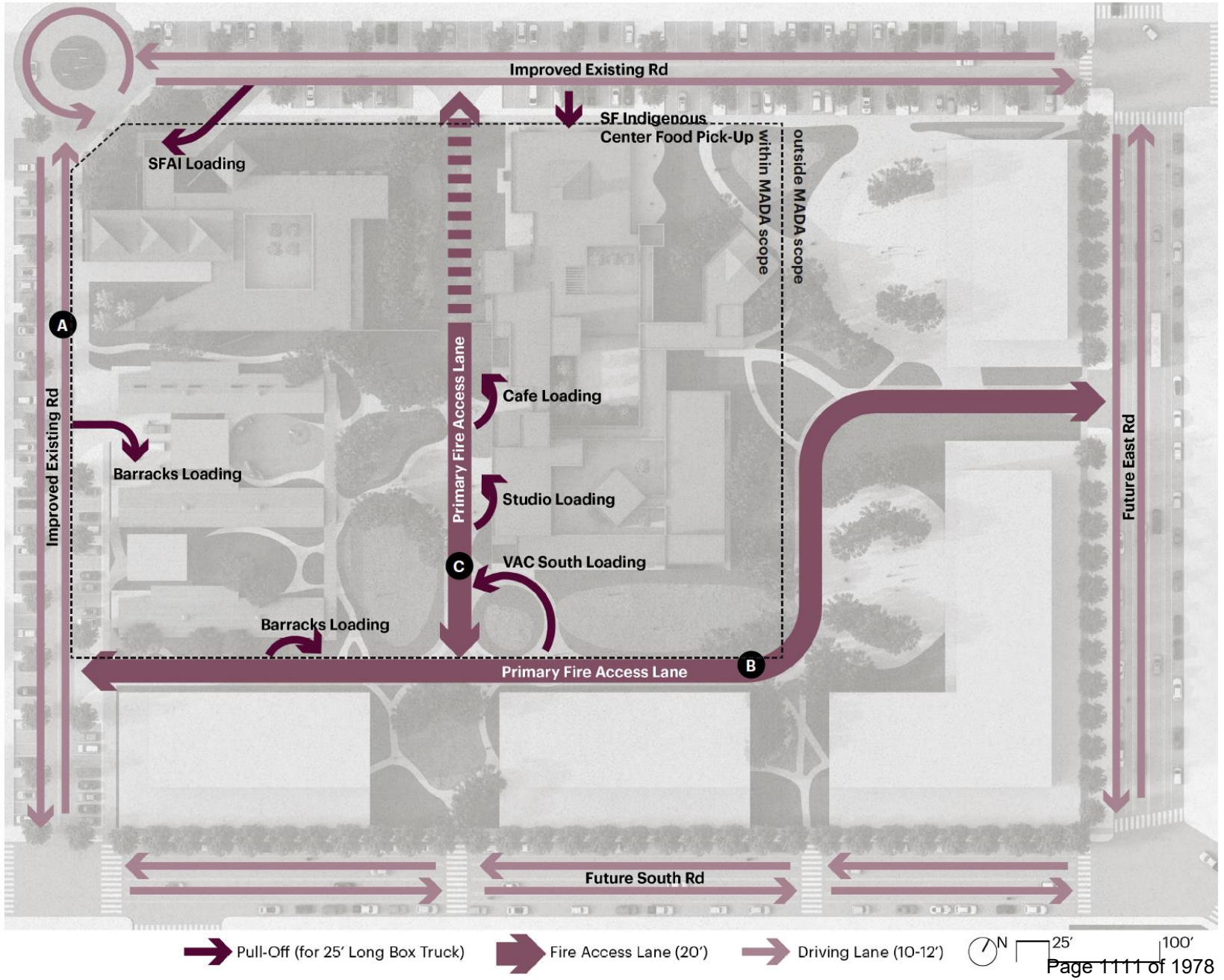
**A. New Streets and On-Street Parking**
Once the City's reblocking plan is in place, the MADA block will be accessible by two new roads flanking the south and east sides. These roads will be two-way and will feature bike lanes and street parking. The design excludes surface parking within the block because the Midtown Masterplan deemphasizes surface parking and proposes a future parking structure to serve users.



**B. Emergency Access**
Routes for emergency vehicles will increase the safety of all within the block, but also add to the circulation of the site. The N/S fire lane access is disguised as a secondary pedestrian pathway, but sits within an emergency-grade eco-paver lane with turf. The integration of the service-based areas and routes on site prioritizes the experience of the community members and users first.



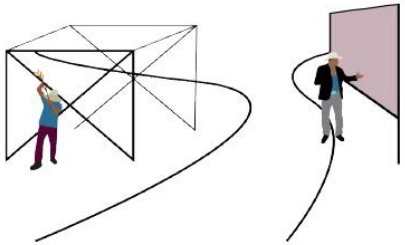
**C. Loading**
Defined areas for loading and unloading on site and next to the key buildings will ensure ease of use for those who require it, from cafe deliveries to artists loading access.



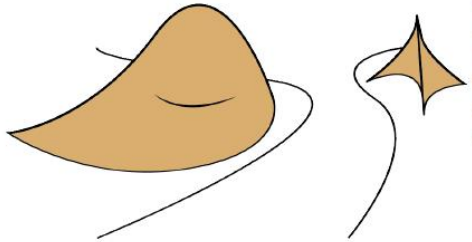
# OPEN SPACE



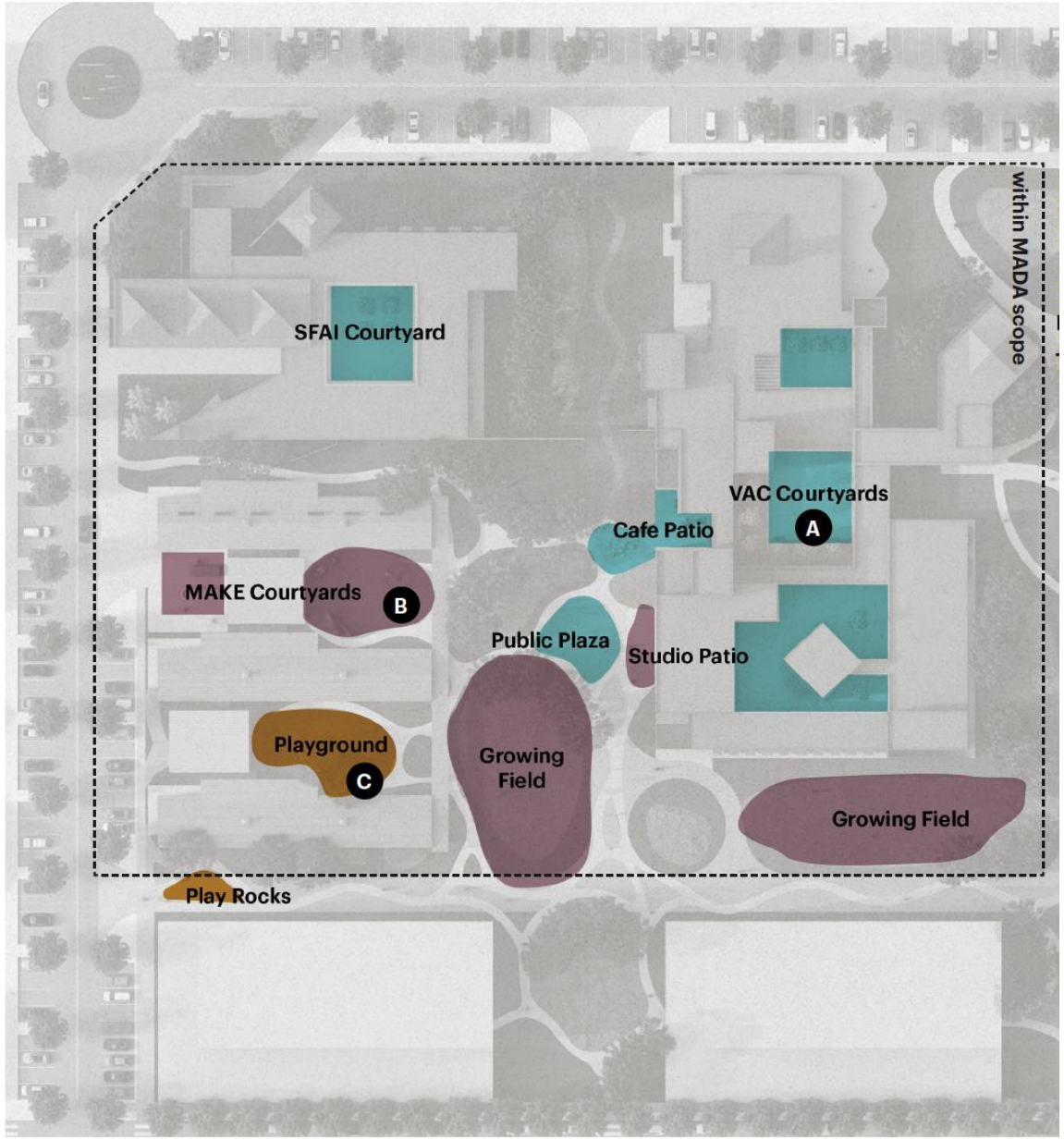
**A. Gather**
The openness of the block makes it clear that connection throughout the site is a priority to invite new relationships. Main pedestrian pathways organically connect the site to the main entrances of the buildings and to central plazas for events.



**B. Work**
Working courtyards adjacent to MAKE Santa Fe are paved and rated to allow for heavy vehicular and equipment loads. Fields for agricultural production rooted in permaculture principles are located in areas of high public visibility, access to sunlight, and adjacency to compatible programs.



**C. Play**
A playground is nestled safely between the southernmost Barracks, facing the inner portion of the MADA block to protect children from vehicular traffic.



# ESTIMATED OPERATING COSTS BY PHASE AND TOTAL PROJECT

- Operating costs covered by below-market rate rental income
- Project renovations provide shell, move-in ready with “turnkey” leases
- Rents will be at a sliding scale determined by organization’s size and annual operating budget; demographics of constituent base, leadership and staff; and access to finance/ capital.
- Based on proposed 50-year Ground Lease with City at $1/ year

| PHASE 1 | |
|---|---|
| **TOTAL OPERATING COSTS** | |
| | **TOTAL** |
| Advertising & Promotion & Design | $ 15,000 |
| Building Repair & Maintenance | $ 16,000 |
| Operating Supplies and Expenses | $ 5,300 |
| Insurance | $ 15,000 |
| Professional Fees | $ 7,200 |
| Printing & Reproduction | $ 2,000 |
| Personnel | $ 65,000 |
| Software | $ 3,600 |
| Utilities | $ 12,200 |
| **SUBTOTAL** | **$ 141,300** |
| Contingency | $ 21,195 |
| **TOTAL** | **$ 162,495** |

| PHASE 2 | |
|---|---|
| **TOTAL OPERATING COSTS, INCLUDES PHASE 1** | |
| | **TOTAL** |
| Advertising & Promotion | $ 15,000 |
| Building Repair & Maintenance | $ 39,000 |
| Operating Supplies and Expenses | $ 13,000 |
| Insurance | $ 20,000 |
| Professional Fees | $ 9,700 |
| Printing & Reproduction | $ 2,000 |
| Personnel | $ 97,500 |
| Software | $ 5,400 |
| Utilities | $ 24,400 |
| **SUBTOTAL** | **$226,000** |
| Contingency | $ 33,900 |
| **TOTAL** | **$259,900** |

| PHASE 3 | |
|---|---|
| **TOTAL OPERATING COSTS- ALL PHASES COMPLETE** | |
| | **TOTAL** |
| Advertising & Promotion | $ 10,000 |
| Building Repair & Maintenance | $ 60,000 |
| Operating Supplies and Expenses | $ 20,000 |
| Insurance | $ 30,000 |
| Professional Fees | $ 12,000 |
| Printing & Reproduction | $ 2,000 |
| Personnel | $ 130,000 |
| Software | $ 7,200 |
| Utilities | $ 36,000 |
| **SUBTOTAL** | **$ 307,200** |
| Contingency | $ 46,080 |
| **TOTAL** | **$ 353,280** |

# COMMUNITY DEVELOPMENT PLAN SUMMARY

## ECONOMIC BENEFITS

- Expanded access to entrepreneurship & professional development, internships
- Local UNM connection to higher ed, continuing education and certificate programs
- Skills training and education will focus on youth and adult development programs
- Create destination at Midtown, attract additional investment
- 50+ on-site jobs, 200+ temporary jobs annually

## EQUITY BENEFITS

- Based on 2021 Midtown Engagement Partnership efforts
- Affordable arts & culture programming for local community
- Affordable/ sliding scale rental structure below market rate
- Capacity-building, resource sharing and collaborative programming builds non-profit sector and provides greater community impact
- 100% of jobs to local residents
- 450+ youth served, 50+ new internships
- 1800+ adults served through low-cost classes, trainings, certification programs

## ENVIRONMENTAL BENEFITS

- Meet/ Exceed LEED-ND Requirements
- Fully electric, high-performance renovations
- Rooftop PV panels to provide 70-80% of energy
- Stormwater retention, habitat restoration, create outdoor gathering, making, and play zones
- Connected pathways and gathering spaces
- Retaining/ stewarding significant, iconic buildings
- Food production & distribution on site

## CULTURAL BENEFITS

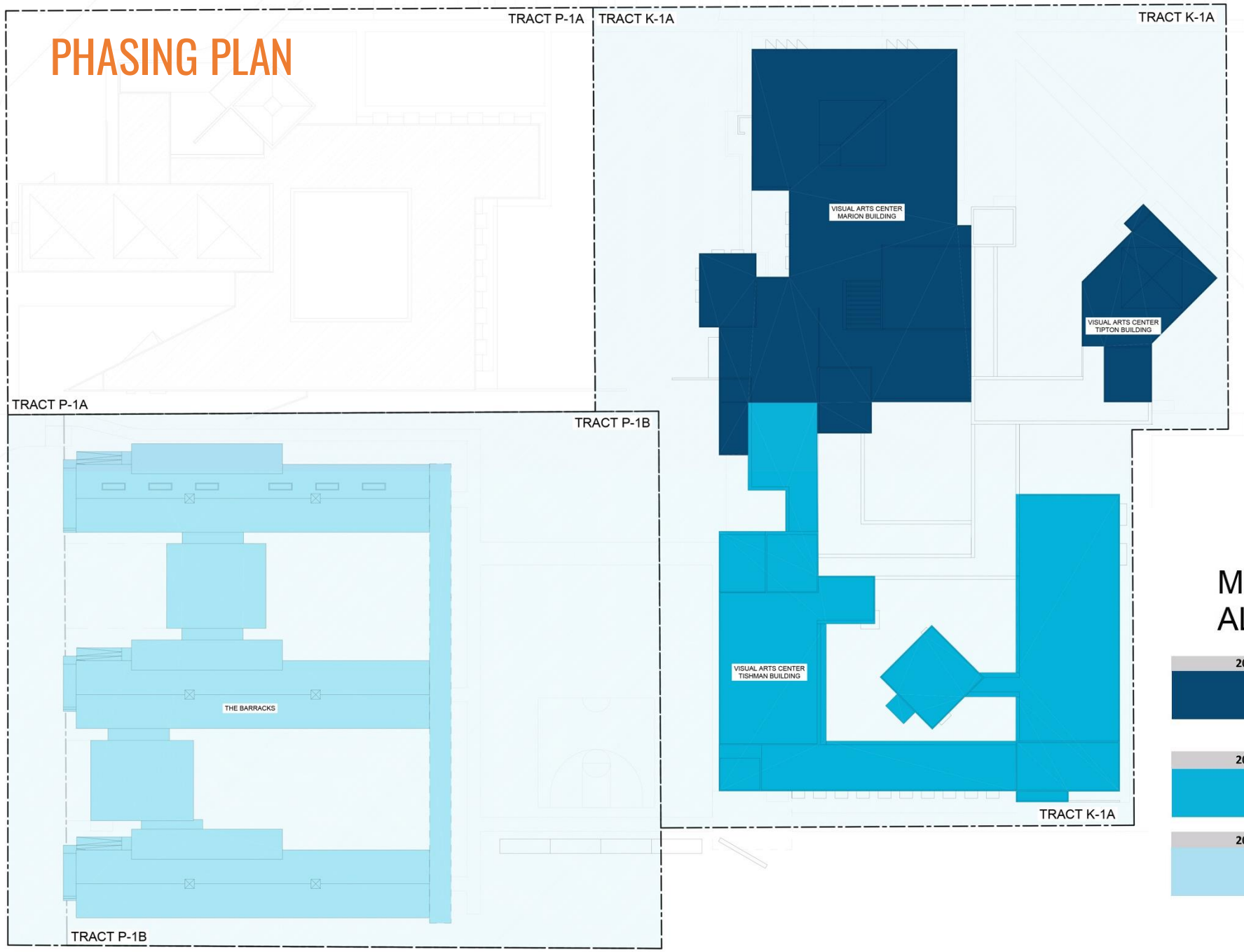
- Creates a vibrant multi-cultural center unlike anything in Santa Fe, with 10k+ participants annually
- Elevates the work of local award-winning organizations
- Multi-generational programming
- Does not silo the arts but includes with culinary, ecological, health, and social services
- Supports makers, emerging artists, art in new genres, emerging creative entrepreneurs, and the curious layperson of all ages

# PRELIMINARY ESTIMATE OF CONSTRUCTION COSTS: TOTAL & BY PHASE

| PROJECTED HARD COSTS | Year | Rate | Phase 1 | Phase 2 | Phase 3 | TOTAL PROJECT COSTS | PER SF HARD COSTS |
|---|---|---|---|---|---|---|---|
| **Current Year Construction Costs** | 2024 | | $3,886,765 | $3,997,270 | $6,628,628 | $14,512,663 | |
| Owner's Construction Contingency | | 10% | $388,676 | $399,727 | $662,863 | $1,451,266 | |
| **Total Estimated Construction Cost** | | | **$4,275,441** | **$4,396,997** | **$7,291,491** | **$15,963,929** | |
| | | | | | | | |
| **Escalation Projections** | | | | | | | |
| Year 1 | 2025 | 8% | $4,617,476 | $4,748,757 | $7,874,810 | | |
| Year 2 | 2026 | 6% | **$4,894,525** | $5,033,682 | $8,347,299 | **$4,894,525** | **$241** |
| Year 3 | 2027 | 5% | $5,139,251 | **$5,285,366** | $8,764,664 | **$5,285,366** | **$272** |
| Year 4 | 2028 | 4% | $5,344,821 | $5,496,781 | **$9,115,250** | **$9,115,250** | **$465** |
| Year 5 | 2029 | 3% | $5,505,166 | $5,661,684 | $9,388,708 | | |
| | | | | **TOTAL HARD COSTS** | | **$19,295,142** | |

- Costs are based on preliminary scope of work only
- Renovation costs range between $240-$460/ square foot, still below new construction
- Estimates are conservative, with multiple contingencies

# PHASING PLAN




## MIDTOWN ARTS & DESIGN ALLIANCE PHASING DIAGRAM

| | | |
|---|---|---|
| **2026** | **Phase 1** | **15509 SF** |
| | HVAC Marion, Tipton | |
| | Marion Renovation | |
| | Tipton Renovation | |
| **2027** | **Phase 2** | **19419 SF** |
| | HVAC Tishman | |
| | Tishman Renovation | |
| | PV all of Visual Arts Center | |
| **2028** | **Phase 3** | **17063 SF** |
| | Barracks Demo, Renovation & New Construction | |
| | PV Barracks | |
| | Site Work | |

# SOURCES & USES OF FUNDS

| MIDTOWN ARTS AND DESIGN ALLIANCE<br>SOURCES & USES | PHASE 1 | | PHASE 2 | | PHASE 3 | | TOTAL ALL PHASES |
|---|---|---|---|---|---|---|---|
| **USES OF FUNDS** | $ | % | $ | % | $ | % | $ |
| Construction Costs | 4,894,525 | 68.1% | 5,082,888 | 76.3% | 9,058,690 | 81.3% | $19,036,102 |
| Solar Panel Install | 0 | 0.0% | 202,479 | 3.0% | 56,561 | 0.5% | $259,040 |
| FF&E | 40,000 | 0.6% | 40,000 | 0.6% | 40,000 | 0.4% | $120,000 |
| Soft Costs | 1,990,925 | 27.7% | 1,051,700 | 15.8% | 1,653,300 | 14.8% | $4,695,925 |
| Financing, Fees & Reserves | | | | | | | |
| Operating & Debt Service Reserves | 124,620 | 1.7% | 92,075 | 1.4% | 75,605 | 0.7% | $292,300 |
| Debt Service Payment Reserves | 105,000 | 1.5% | 165,000 | 2.5% | 130,000 | 1.2% | $400,000 |
| Bridge Loan Origination and Interest | 35,000 | 0.5% | 25,000 | 0.4% | 125,000 | 1.1% | $185,000 |
| **TOTAL** | **$7,190,070** | **100%** | **$6,659,142** | **100%** | **$11,139,155** | **100%** | **$24,988,367** |
| **SOURCES OF FUNDS** | $ | % | $ | % | $ | % | $ |
| Greenhouse Gas Reduction Fund | $1,500,000 | 21% | $1,500,000 | 22.5% | $1,000,000 | 9.0% | $4,000,000 |
| City of Santa Fe (Section 108/CDBG) | $0 | 0% | $0 | 0.0% | $1,000,000 | 9.0% | $1,000,000 |
| Federal Renewable Energy Solar Panel Credit | $0 | 0% | $60,744 | 0.9% | $16,968 | 0.2% | $77,712 |
| State Mitigation Funds (EMNRD) | $0 | | $0 | | $375,000 | 3.4% | $375,000 |
| State Capital Outlay Appropriation | $500,000 | | $1,500,000 | 22.5% | $1,500,000 | 13.5% | $3,500,000 |
| Private Foundation(s) | $0 | | $500,000 | 7.5% | $500,000 | 4.5% | $1,000,000 |
| Philanthropy/ Fundraising | $5,190,070 | 72% | $3,098,398 | 47% | $6,747,187 | 60.6% | $15,035,655 |
| **TOTAL** | **$7,190,070** | **100%** | **$6,659,142** | **100%** | **$11,139,155** | **100%** | **$24,988,367** |

- Additional unanticipated costs for HVAC in Visual Arts Center of over $3.8m and new ineligibility of entire Midtown site for Federal New Market Tax Credits created a delta of over $8m from original anticipated fundraising needs.
- High performance, all-electric HVAC and PV panels help project to access $4m in Greenhouse Gas Reduction Funds.
- Seeking to leverage all possible sources, with needed philanthropy capital estimated at $15-16m, low interest loan at $4m, and remaining $4-5m from government and foundation programs/ sources.
- Costs are conservative and include multiple contingencies: soft costs, design & estimating, owner's construction, & construction escalation contingencies.
- Max. bridge loan estimated at $3.5m based on construction cash needs.

# FUNDRAISING FEASIBILITY ANALYSIS

Fundraising consultant Serafina Company, led by Emilie de Angelis, conducted philanthropic market study seeking direct input on the project and interest in philanthropic support. Top reasons people want to financially support MADA include:

- **MADA Strengthens Innovation.**
- **MADA Invests in Young Talent.**
- **MADA Provides Direct Community.**
- **MADA Invests in Sustainable Development.**
- **MADA Saves and Repurposes Iconic, Significant Buildings.**

# FUNDING COMMITMENTS TO DATE

$4m in preliminary loan commitments (100% of goal)

$3.5m in preliminary bridge loan commitments (100% of goal)

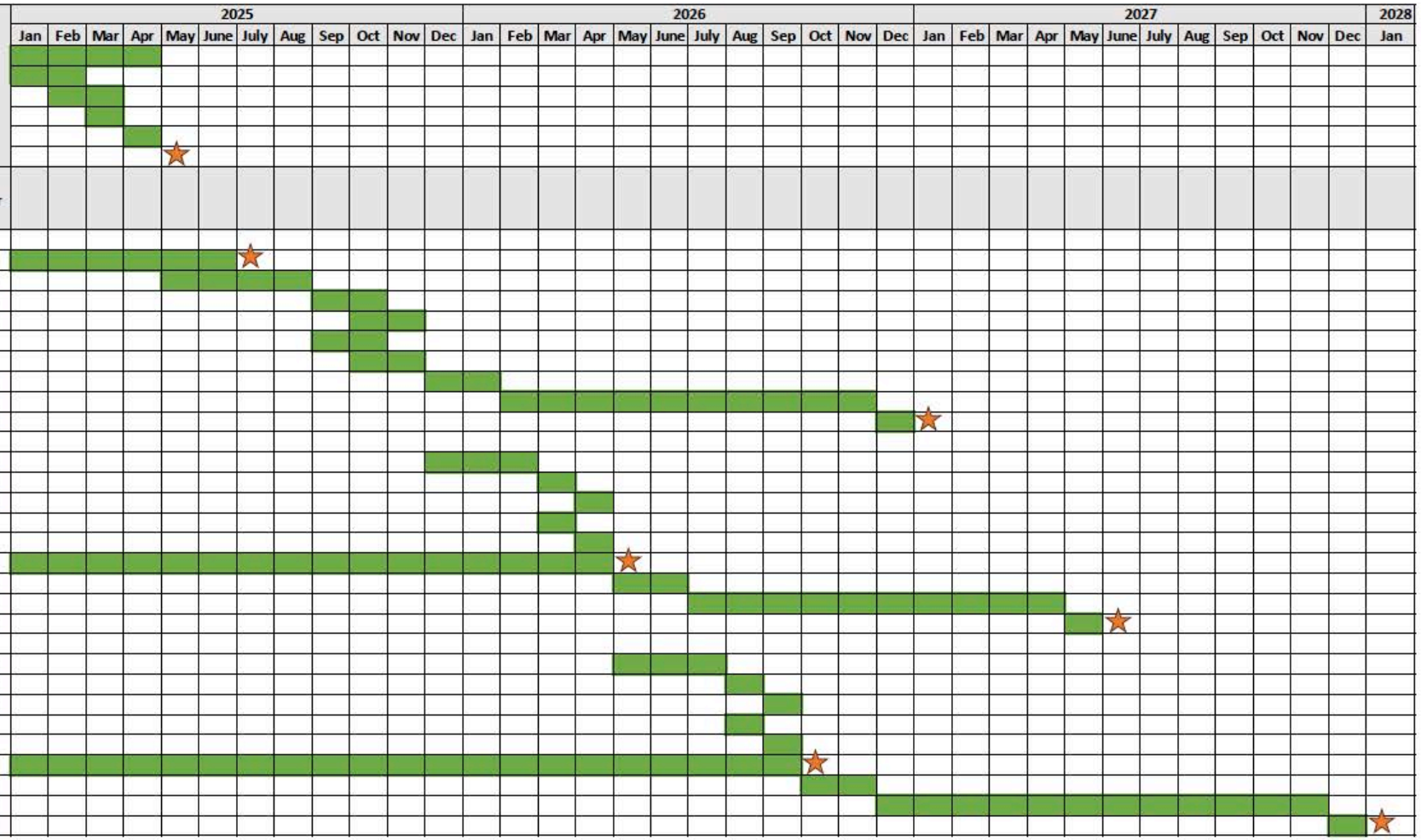
$4m in philanthropic commitments (+25% of goal)

**Total to Date:**
**Capital commitments for over 33% of total project costs**



# TIMELINE

| Midtown Arts and Design Alliance Timeline | Start | End | Duration | | |
|---|---|---|---|---|---|
| Begin Negotiating DDA Terms | 1/6/25 | 4/1/25 | | | |
| Construction Manager At Risk RFQ | 1/15/25 | 2/15/25 | 30 | days | |
| Scoping & estimating review complete | 2/16/25 | 3/15/25 | 30 | days | |
| Proposed phasing revisions, as needed | 3/16/25 | 3/31/25 | 14 | days | |
| GB Committees & GB Presentation | 4/1/25 | 4/30/25 | 30 | days | |
| **Execute DDA** | **5/1/25** | | | | |
| **DDA Scope of Work** | | | **Duration** | | **Duration after DDA** |
| **PHASE 1** | | | | | |
| 100% Funding Phase 1 | | 6/30/25 | 60 | days | 2 months |
| Complete SD all Phases, CDs Ph 1 | 5/1/25 | 8/31/25 | 120 | days | 4 months |
| *MRA Approval* | *9/1/25* | *10/15/25* | *45* | *days* | 5.5 months |
| *Land Use-Master Plan Approval* | *10/16/25* | *11/30/25* | *45* | *days* | 7 months |
| Submit for bid/subcontractors | 9/1/25 | 10/15/25 | 45 | days | |
| Make revisions for costing as needed | 10/16/25 | 11/30/25 | 45 | days | |
| *Building Permit* | *12/1/25* | *1/31/26* | *60* | *days* | 9 months |
| Construction Ph 1 | 2/1/26 | 11/30/26 | 300 | days | 19 months |
| Move in Ph 1 | 12/1/26 | 1/1/27 | 30 | days | 20 months |
| **PHASE 2** | | | | | |
| Complete CDs Ph 2 | 12/1/25 | 2/28/26 | 90 | days | 9 months |
| *MRA Approval* | *3/1/26* | *3/31/26* | *30* | *days* | 10 months |
| *Land Use-Master Plan Approval* | *4/1/26* | *4/30/26* | *30* | *days* | 11 months |
| Submit for bid/subcontractors | 3/1/26 | 3/31/26 | 30 | days | |
| Make revisions for costing as needed | 4/1/26 | 4/30/26 | 30 | days | |
| 100% Funding Phase 2 | | 4/30/26 | | | |
| *Building Permit* | *5/1/26* | *6/30/26* | *60* | *days* | 13 months |
| Construction Ph 2 | 7/1/26 | 4/30/27 | 300 | days | 23 months |
| Move in Ph 2 | 5/1/27 | 5/31/27 | 30 | days | 24 months |
| **PHASE 3** | | | | | |
| Complete CDs Ph 3 | 5/1/26 | 7/31/26 | 90 | days | 13 months |
| *MRA Approval* | *8/1/26* | *8/31/26* | *30* | *days* | 14 months |
| *Land Use-Master Plan Approval* | *9/1/26* | *9/30/26* | *30* | *days* | 15 months |
| Submit for bid/subcontractors | 8/1/26 | 8/31/26 | 30 | days | |
| Make revisions for costing as needed | 9/1/26 | 9/30/26 | 30 | days | |
| 100% Funding Phase 2 | | 9/30/26 | | | 15 months |
| *Building Permit* | *10/1/26* | *11/30/26* | *60* | *days* | 17 months |
| Construction Ph 3 | 12/1/26 | 11/30/27 | 360 | days | 29 months |
| Move in Ph 3 | 12/1/27 | 1/1/28 | 30 | days | 30 months |



# THANK YOU!



**CAPTION**

Request for Approval of Amendment No. 2 to Item #23-0548, Exclusive Negotiation Agreement (ENA) with Santa Fe Arts Institute (SFAI), to Extend the Term through April 30, 2025 to Negotiate Terms for Land and Building Disposition and Development of the Midtown Visual Arts Center Pursuant to the City's Request for Proposals: #23/17/P. (Daniel Hernandez, Metropolitan Redevelopment Agency Direct: dahernandez@santafenm.gov)

**Committee Review**

Public Works and Utilities Committee: 12/02/2024
Quality of Life Committee: 12/04/2024
Finance Committee: 12/09/2024
Governing Body: 12/11/2024

**Date**: November 21, 2024

**To**: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

**From**: Daniel Hernandez, Director, Metropolitan Redevelopment Agency (MRA)

**Via**: Randy Randall, Interim Community Development Director

**Subject**: Request for Approval of Amendment No. 2 to Item #23-0548, Exclusive Negotiation Agreement (ENA) with Santa Fe Arts Institute (SFAI), to Extend the Term through April 30, 2025 to Negotiate Terms for Land and Building Disposition and Development of the Midtown Visual Arts Center Pursuant to the City's Request for Proposals: #23/17/P

This request for an extension of the Exclusive Negotiation Agreement (ENA) is to finalize the terms of a Disposition and Development Agreement (DDA) for the Redevelopment of the Midtown Visual Arts Center. The Metropolitan Redevelopment Agency (MRA) and the Santa Fe Arts Institute (SFAI), together, the Parties (Parties), have agreed to the ENA extension.

- The Governing Body adopted the Midtown Master Plan on November 30, 2022 (Resolution #2022-68)
- The Governing Body adopted the Midtown Community Development Plan on January 25, 2023 (Resolution #2023-5)

Together the Midtown Master Plan and the Midtown Community Development Plan are the Midtown Redevelopment Plans that establish the regulatory requirements and policy guidelines for development proposals at the Midtown Site.

- The City of Santa Fe issued a Request for Proposal for the Redevelopment of the Visual Arts Center RFP #23/17/P), pursuant to the Midtown Redevelopment Plans, on December 1, 2022.
- SFAI responded to the RFP and based on the proposal, the Parties entered an ENA dated September 5, 2023.
- The Parties entered in Amendment 1 extending the initial term of the ENA to December 31, 2024.
- SFAI has completed or will have completed the due diligence activities and associated deliverables described in the ENA by or around December 31, 2024.
- The Parties are prepared to commence negotiations to finalize the terms of a DDA based on the proposal submitted by SFAI in response to the City’s RFP and are therefore requesting an extension to April 30, 2025 to finalize the terms of the DDA.

Item#_____
Munis Contract#_____
Original Contract Item# 23-0548
RFP #: 23/17/P

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**EXCLUSIVE NEGOTATING AGREEMENT**
**ITEM# 23-0548**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE MIDTOWN SITE DEVELOPMENT EXCLUSIVE NEGOTIATING AGREEMENT, dated September 5, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Art Institute (the "Offeror"), collectively the “Parties”. The date of this Amendment shall be the date when it is executed by the City and the Offeror whichever occurs last.

**RECITALS:**

A. Parties entered into the Agreement, an Exclusive Negotiating Agreement pursuant to RFP #: 23/17/P, on September 5, 2023.

B. Parties entered in Amendment Number 1 extending the term to December 31, 2024 in August 2024.

C. Parties now desire to Amend the Agreement to extend the Term.

NOW, THEREFORE, the Parties hereby agree that the Agreement is amended as follows:

TERM:

Article 2 of the Agreement is hereby deleted in its entirety and substitute the following Article 2 in its place:

2.1 Effective Date and Initial Term. This Agreement shall be effective as of September 5, 2023 and shall terminate on April 30, 2025.

2.2 Extended Term. If the Parties have not executed and delivered a DDA during the Initial Term, then either party may extend the Initial Term of this Agreement for two (2) additional months ("Extended Term"). Together, the Initial Term and any Extended Term are referred to as "Term". A party shall exercise the right to extend the Initial Term by giving written notice thereof to other Party on or before the last day of the Initial Term. The City Manager, acting on behalf of the City, shall have the right to extend the Initial Term.

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 Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

OFFEROR:
Santa Fe Arts Institute

Jamie Blosser
Jamie Blosser (Nov 22, 2024 04:27 MST)

Jamie Blosser, Executive Director/CEO

DATE: Nov 22, 2024

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Nov 21, 2024 15:50 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

CITY OF SANTA FE

**DATE:** October 11, 2024

**TO:** Governing Body
Finance Committee
Quality of Life Committee

**VIA:** Maria E. Sanchez-Tucker, Community Services Director Maria Tucker (Nov 4, 2024 17:31 MST)
Brian Stinett, Recreation Division Director Brian Stinett (Oct 31, 2024 12:34 MDT)
Marcella Apodaca, Business Operations Manager Marcella Apodaca

**FROM:** Melissa Bustos, Youth Program Manager

**SUBJECT:** Request for BAR to Move Expenditures

**ITEM AND ISSUE:**

The Recreation Division has submitted a request for a Budget Adjustment Request (BAR) to reallocate expenditures from Org/5500263, Obj/500750 to Org/2560423, Obj/500750. This adjustment is necessary as the youth programs' temporary summer positions were originally funded from Org/5500263. Following the establishment of a new org dedicated to the youth programs in July 2023 (Org/2560423), it was discovered that the expenditures for the temporary summer positions were incorrectly charged to the old org. The BAR aims to rectify this error and ensure that the expenses are accurately reflected under the new or/2560423

Org/5500263, Obj/500750 in the amount of $ 192,007.50 into Org/2560423, Obj/500750 in the amount of 192,007.50.

**BACKGROUND AND SUMMARY:**
When the Department of Community Health and Safety Department was formed in 2020, it was determined that the Recreation Division that used to be part of the Parks and Recreation Department would manage and oversee what was the Youth and Family Division's Recreation Program. Including the transfer of all staffing and positions.

**ACTION REQUESTED:**
Request for BAR approval. Org/5500263, Obj/500750 in the amount of $ 192,007.50 into Org/2560423, Obj/500750 in the amount of 192,007.50.

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Community Health and Safety/Recreation Department | 10/30/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Temporary Salaries - Summer Youth Program | 5500263 | 500750 | | | (192,008) |
| Temporary Salaries - Summer Youth Program | 2560423 | 500750 | | 192,008.00 | |
| Transfer from GCCC to Recreation Fund | 5500263 | 750256 | | 192,008.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| Transfer from GCCC to Recreation Fund | 2560423 | 650550 | | (192,008) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 192,008 | $ (192,008) |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

Request to transfer the Temporary Summer Youth Program Positions from ORG 5500263 into ORG 2560423.

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| | |
| | |
| | |
| | |
| **TOTAL:** | **0** |

Marcella Apodaca — 10/30/2024
Prepared By *{print name}* — Date

Brian Stinett (Nov 13, 2024 17:16 MST) — Nov 13, 2024
Division Director Signature *{optional}* — Date

Maria Tucker (Nov 15, 2024 11:50 MST) — Nov 15, 2024
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 — Nov 15, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

**Date:** December 3, 2024

**To:** Governing Body
Finance Committee

**Via:** Randy Randall, Interim City Manager Randy Randall (Dec 3, 2024 17:21 MST)
Paul Joye, Chief of Police

**From:** Ben Valdez, Deputy Chief of Police B. Valdez, DC B. Valdez, DC (Dec 3, 2024 15:48 MST)

**Subject:** **FY25 Vehicle Purchase**

**Vendor Name(s):** **Don Chalmers Ford (1693), MHQ (3527), Code 3 Service (8602)**

**ITEM AND ISSUE:** Request for the Approval of FY25 Police Vehicle Purchase Request. Total Amount is $1,707,653.26 for the 26 vehicles to include equipment and labor costs associated with each vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

**Action Requested:** **Police Vehicle Purchase**

**BACKGROUND AND SUMMARY:**
As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 26 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The 26 police vehicles and associated equipment is imperative to maintain the operational capability of the Police Department. The following is the list of vehicles to be purchased.

| VEHICLES | COSTS | ORG# | OBJ# |
|---|---|---|---|
| Ford Police Interceptor (8) | $401,000.00 | 100/2230310 | 570950 |
| Ford F150 (2) | $88,420.00 | 2230310 | 570950 |
| Ford Mavrick (12) | $387,210.00 | 2230310 | 570950 |
| Ford Mavrick (4) | $121,152.40 | 2230310 | 570950 |
| Total costs for 26 vehicles: | **$997,782.40** | | |

| EQUIPMENT | COSTS |
|---|---|
| ➢ Vehicle emergency/safety equipment, emergency lights, radio speaker, etc. | $542,707.75 |
| ➢ Radios | $167,163.11 |

Total costs for equipment and installation: **$709,870.86**

**Grand total purchase cost: Vehicles, equipment and installation** **$1,707,653.26**

**Ford Police Interceptor Utility EcoBoost**
Eight Police Interceptor Utility vehicles will be purchased to replace the current Police Interceptor sedans that need replacement for the Patrol Section. The vehicles will be up fitted with the latest communication equipment including

police radios, mobile data terminals, and modems to work with our Dispatch Communications System, Records Management System and in car camera system.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed, and duty equipment is loaded for duty use.

The vehicle comes standard as an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department was transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles and maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

Approval was granted to purchase a significant number of pursuit rated hybrid vehicles in FY22, but due to supply chain issues surrounding hybrid and electric vehicle manufacturing our order was delayed. In addition, the cost per vehicle increased significantly when the order was pushed to manufacturing year 2023. This caused the Department to change the hybrid vehicle engine to a fuel efficient EcoBoost engine, which is the next best option.

The supply chain challenges surrounding the hybrid platform remains. We will evaluate returning to transitioning hybrid vehicles once the supply chain is able to facilitate the timely manufacturing and delivery of the vehicles to avoid unexpected increases in purchase cost. Because of the need to replace the remaining aging vehicles in our fleet and the exhaustion of our reserve fleet, we need to quickly add as many vehicles to our fleet as possible until we can build up our reserve once more.

**Ford F150 Truck**

Two trucks will be purchased to replace the remaining two Animal Services trucks in need of replacement. The full-size truck platform is needed to accommodate the transport of impounded animals. A slide in kennel will be upfitted to the vehicle to facilitate safe transport. In addition, the vehicle must be capable of towing a horse trailer when needed to deploy for horses and livestock running at large.

The vehicle requires four-wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.
The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our Dispatch Communications System and Records Management System.

We are evaluating transitioning to the F150 platform from the F250 platform for Animal Services due to cost increases on new model year trucks. If the F150 is successful, we will replace the existing F250s with F150s when the time comes for replacement in a few years.

**Ford Maverick Trucks**
Sixteen Ford Maverick Trucks will be purchased to replace twelve Public Safety Aide trucks and four Crime Scene Unit vehicles. The Mavericks will be equipped with the 2.0 liter EcoBoost engine with all-wheel drive providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons.

This platform is being utilized by a neighboring law enforcement agency in the area and others around the country for use by safety aides and other support units. One of our determining factors was the cost of F150 trucks has nearly doubled since the prior Public Safety Aide vehicle purchase in 2020.

The Public Safety Aide Mavericks will also be equipped with a 4K towing package, to allow the towing of utility trailers, speed sign trailers and mobile video trailers. The truck bed will have a cover to secure traffic cones and other equipment used to support police operations.

The Crime Scene Mavericks will be equipped with a camper shell to allow transport of crime scene equipment and evidence items that need to be submitted.

The Maverick trucks will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our Dispatch Communications System and Records Management System.

The Maverick truck is offered in a hybrid platform, but the supply chain challenges concerning electric and hybrid vehicles also exists for this platform. In addition, the 4K towing package is not available on the hybrid platform.

**PROCUREMENT METHOD:**
NM Statewide Price Agreement [Chalmers Ford] # 00-00000-20-00088 AF which expires on March 4, 2025.
CES Contract #2020-31A-C103-All [Chalmers Ford]
CES Contract #2020-31A-C112-All [Chalmers Ford]
NM Statewide Price Agreement [MHQ of NM] # 20-00000-21-00030 which expires on April 24, 2025.
NM Statewide Price Agreement [Code 3 Service] # 10-00000-20-00048 which expires on November 17, 2026.

**Chief Procurement Officer Approval:** _____ **Date:** Dec 5, 2024
**Comment/Exceptions:** _____
**Supporting Information:**

**CONTRACT NUMBER:** N/A

**$$$$$ SOURCE/REVENUE:** ☒**Expense** | ☐**Revenue**
**Fund Name/Number**: General Fund/Fund 100
**Munis Org Name/Number:** Police Admin GF/1000310
**Munis Object Name/Number:** Vehicles/570950

**Fund Name/Number**: Law Enforcement/Fund 223
**Munis Org Name/Number:** Police Admin (Spec Rev)/2230310
**Munis Object Name/Number:** Vehicles/570950

**Fund Name/Number**: General Fund/Fund 100
**Munis Org Name/Number:** Police Admin GF/2230310
**Munis Object Name/Number:** Vehicle Outfitting/570575

**Fund Name/Number**: Law Enforcement/Fund223
**Munis Org Name/Number:** Police Admin (Spec Rev)/2230310
**Munis Object Name/Number:** Vehicle Outfitting/570575

**Fund Name/Number**: General Fund/Fund 100
**Munis Org Name/Number:** Police Admin GF/1000310
**Munis Object Name/Number:** Data Processing Eqp Inv Exempt/572800

**Budget Officer Approval:** Andy Hopkins **Date:** Dec 4, 2024
**Comment/Exceptions:** _____

**Grant ☐Yes | ☒ No**
**Grant #:** N/A
**Grant Manager/Accounting Officer Approval:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Project ☐Yes | ☒ No**
**Project Ledger #:** N/A

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000**
**☒Yes | ☐ No**
**Asset # (if known):** _____

**Repair or Replacement of Existing Equipment:**
**☐Yes | ☒ No ~If yes -> ☐Repair | ☐ Replacement**
**Please explain:** N/A

**Capital Project:**
**(New and improvement projects that are going to cost $10,000 or more)**
**☐ Yes | ☒ No**
**Anticipated length of project:** _____
**Asset Manager Approval** _____ **Date:** _____
**Comment/Exceptions:** _____

**Was this service deemed construction: ☐ Yes | ☒ No**
**Department Approvals:**
IT Components: **☒ Yes | ☐ No**
Vehicles: **☒ Yes | ☐ No**
Facilities, Furniture, Fixtures, Equipment: **☐ Yes | ☒ No**
**Approval:** Eric Candelaria (Dec 5, 2024 11:19 MST) **Title:** Director, ITT **Date:** Dec 5, 2024
**Approval:** David [illegible] (Dec 5, 2024 17:07 MST) **Title:** Fleet section Manager **Date:** Dec 5, 2024
**Comment & Exceptions:** _____

**Department Contract Administrator Contact Info:** Anna Marie Bowen, 505-955-5122

**ATTACHMENTS:**
Vendor Quotes
SPA's

CHALMERS
Real Value. Real People. Real Simple.

# Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe PD

SHIPPED TO: Ford F-150 Regular Cab 4x4- Oxford White
141" Wheelbase

| | |
|---|---|
| PROPOSAL # | 111424-6 |
| PROPOSAL DATE | November 14th, 2024 |
| MEMBER PO #. | |
| TERMS | Due on Receipt |
| SALES REP | Jocelyn Hernandez |
| SHIPPED VIA | Pick UP |
| F.O.B. | |
| PREPAID or COLLECT | |

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | Statewide Price Agreement #: 00-00000-20-00088 | | |
| 2 | Item #8 Truck, ½ ton, extended cab, short wheel base, 4 x 4 | $ 37,792.00 | $ 75,584.00 |
| | Options: | | $ - |
| 2 | C: Axle ratios, optional | $ 770.00 | $ 1,540.00 |
| 2 | P: Engine: Other 3.5L ECOBOOST | $ 3,195.00 | $ 6,390.00 |
| 2 | AL: Mirrors: power | $ 495.00 | $ 990.00 |
| 2 | AU: Remote keyless entry | $ 350.00 | $ 700.00 |
| 2 | AW: Running boards | $ 780.00 | $ 1,560.00 |
| 2 | CA: Window Tint | $ 350.00 | $ 700.00 |
| 2 | CB: Regular Cab | $ (1,250.00) | $ (2,500.00) |
| 2 | CI: Blind Spot Detection | $ 375.00 | $ 750.00 |
| 2 | CK: Running Boards | $ 980.00 | $ 1,960.00 |
| 2 | CY: Reverse Sensing | $ 375.00 | $ 750.00 |
| 1 | Chalmers Ford Discount | $ (4.00) | $ (4.00) |
| | | | $ - |
| Valid for 90 days | | SUBTOTAL | 88,420.00 |
| **Subject to prior sale** | | | |
| | | | $88,420.00 PAY THIS AMOUNT |

**DIRECT ALL INQUIRIES TO:**
Jocelyn Hernandez
505-610-3770
jhernandez@chalmersford.com

Ford | COMMERCIAL VEHICLE CENTER

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# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**10 Vendors**

Number: **00-00000-20-00088**

Amendment No.: **Seventeen**

Term: **March 5, 2021 – March 4, 2025**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested**

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Automotive Vehicles – SUVs & Trucks**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**Correct the expiration date in the body of Amendment No. Sixteen:**

**From: May 4, 2025 To: March 4, 2025.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Natalie Martinez

Date: 3/6/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

X **This Agreement was signed on behalf of the State Purchasing Agent**

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(AF) Don Chalmers Ford

| Item | Make/Model | Current Price | New Price |
|---|---|---|---|
| 1 | Escape Base AWD | $22,968.00 | $29,544.00 |
| 2 | Edge AWD SE | $28,543.00 | $36,611.00 |
| 3 | Explorer Base 4x4 | $27,303.00 | $36,380.00 |
| 4 | Expedition 4x4 SSV | $40,818.00 | $49,601.00 |
| 4a | Expedition 4x4 XL | $42,675.00 | $54,196.00 |
| 5 | Edge FWD – No Longer Available, Replace with AWD | $26,733.00 | $36,822.00 |
| 6 | Ranger XL 4x4 | $23,715.00 | $29,486.00 |
| 7 | F150 4x4 Regular Cab | $24,106.00 | $34,984.00 |
| 8 | F150 4x4 Extended Cab | $23,909.00 | $37,792.00 |
| 9 | F150 4x4 Crew Cab | $27,071.00 | $39,983.00 |
| 10 | F250 4x4 Regular Cab | $25,020.00 | $44,089.00 |
| 11 | F250 4x4 Extended Cab LWB | $28,109.00 | $46,385.00 |
| 12 | F250 4x4 Crew Cab LWB | $29,442.00 | $47,892.00 |
| 13 | F350 Regular Cab 4x4 LWB | $27,701.00 | $45,040.00 |
| 14 | F350 4x4 Extended Cab LWB | $30,484.00 | $47,324.00 |
| 15 | F350 4x4 Crew Cab LWB | $31,800.00 | $48,835.00 |
| 16 | F350 CC SRW LWB Crew | $30,890.00 | $45,464.00 |
| 17 | F350 CC DRW LWB Regular Cab | $27,525.00 | $47,712.00 |
| 20 | F450 CC DRW 4x2 | $35,981.00 | $54,822.00 |
| 21 | F550 CC DRW 4x2 17500 GVWR | $36,855.00 | $55,995.00 |
| 23 | F550 CC DRW 4x2 19500 GVWR | $39,785.00 | $57,990.00 |
| 24 | F650 CC DRW 4x2 | $55,131.00 | $74,160.00 |

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00088**



| **Vendor:** | **(AF) Don Chalmers Ford dba MHQ of NM** |
|---|---|

| Item | Approx. Qty. | Unit |
|---|---|---|
| 8 | 64 | Each |

| Article and Description | Unit Price |
|---|---|

**Truck, ½ ton, extended cab/quad cab/super cab, short wheel base, 4 x 4**

| | |
|---|---|
| Base Cost: Per Unit, FOB, Dealer's Place of Business | **$23,909.00** |
| Net Cost: Per Unit, FOB, Santa Fe, NM | **$23,909.00** |

Model: **F-150 EXTENDED CAB**
Make: **FORD** Wheelbase: **145.4**
Engine: **3.3L** HP: **290** Torque: **263**
MPG: City: **19** HWY: **25**

**Minimum Specifications:**
Axle: Front disconnect front axle with heavy-duty transfer case and factory std.
Backup camera
Bed: Short
Bluetooth/Hands free
Bumper: Heavy-duty rear step bumper
Color: Factory standard to be determined by ordering agency
Engine: Gas
Floor vinyl covering
Fuel tanks: **Maximum** fuel capacity available
Glass: Factory standard tint all around
Gross vehicle weight rating: **6,000**
Horsepower: **280** Torque: **253**
Keys: Three (3) ignition keys total, two (2) of which must be fobs
Power doors locks/power windows
Seats: Front-dual reclining split bench cloth; Rear-manufacturer's standard
Skid plates: Factory
Tilt wheel/cruise control
Tires: On-off road radials (all season not acceptable). Full size spare tire/wheel included
Transmission: Heavy-duty, automatic
Wheel base: **131" with a 6 1/2' bed**
Windshield wipers: Intermittent with washer

| **Item 8 Options: (Option Content subject to compatibility)** | | | |
|---|---|---|---|
| A. | 2 wheel drive in lieu of 4 x 4 (all-season tires) (no skid plates) | (deduct) | **$1,500.00** |
| B. | Air bag lock | (add) | **N/A** |
| C. | Axle ratios, optional | (add) | **$770.00** |
| D. | Bed **REMOVAL** | (add) | **$525.00** |
| E. | Bed cover: Hard **SINGLE PIECE** | (add) | **$2,520.00** |
| | Bed cover: Hard **DIAMOND BACK** | (add) | **$3,250.00** |

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| | | | |
|---|---|---|---|
| F. | Bed cover: Hard, tri-fold **EXTANG** | (add) | **$1,195.00** |
| G. | Bed liner: Drop-in (black only) | (add) | **$495.00** |
| H. | Bed liner: Spray-on (black only) | (add) | **$695.00** |
| I. | Bed mounted side cargo box | (add) | **$950.00** |
| J. | Bumper: Replace front bumper with winch mount and grill guard | (add) | **$2,250.00** |
| K. | Carpet with floor mats | (add) | **$445.00** |
| L. | Color other than factory standard production: (5 unit minimum) | (add) | **$2,500.00** |
| M. | Cruise control | (deduct) | **$100.00** |
| N. | Electric Powered Engine | (add) | **N/A** |
| O. | Electric/Gasoline Powered Engine **POWERBOOST 3.5L HYBRID** | (add) | **$5,495.00** |
| P. | Engine: Other **Diesel** | (add) | **$4,995.00** |
| | Engine: Other **2.7L** | (add) | **$2,695.00** |
| | Engine: Other **5.0L** | (add) | **$2,095.00** |
| | Engine: Other **3.5L ECOBOOST** | (add) | **$3,195.00** |
| Q. | Factory standard skid plates | (deduct) | **$200.00** |
| R. | Floor mats: All Weather | (add) | **$350.00** |
| S. | Fuel Tanks: Standard fuel capacity | (deduct) | **$205.00** |
| T. | Fuel: B-20 (Biodiesel) | (add) | **N/A** |
| U. | Fuel: Bi fuel CNG | (add) | **N/A** |
| V. | Fuel: Bi-fuel prep | (add) | **N/A** |
| W. | Fuel: Bi-fuel Propane | (add) | **N/A** |
| X. | Fuel: Bi-fuel, CNG | (add) | **N/A** |
| Y. | Fuel: Dedicated CNG | (add) | **N/A** |
| Z. | Fuel: Dedicated LPG | (add) | **N/A** |
| AA. | Grill Guard **LATE AVAILABILTY** | (add) | **$1,950.00** |
| AB. | Heavy Duty Jack | (add) | **N/A** |
| AC. | Heavy-duty louvered headache rack (white) Rawson-Koenig | (add) | **$950.00** |
| AD. | Heavy duty payload package | (add) | **$1,995.00** |
| AE. | Keys: Additional | (add) | **$350.00** |
| AF. | Light bar: Roof width with 10 LED's: Code 3 of Federal Signal (User agency must specify location at time of order) | (add) | **$1,850.00** |
| AG. | Light bar: Roof width with 16 LED's: Code 3 or Federal Signal (User agency must specify location at time of order) | (add) | **$2,150.00** |
| AH. | Limited slip differential or functional equivalent | (add) | **$770.00** |
| AI. | Locking rear differential | (add) | **$770.00** |
| AJ. | Mileage charge: one (1) way delivery of unit to area(s) other than Santa Fe, NM **PER MILE** | (add) | **$2.00** |
| AK. | Mirrors: power | (add) | **STD** |
| AL. | Mirrors: tow, trailer, power **MANUAL TELESCOPING/ MANUAL FOLDING** | (add) | **$495.00** |
| AM. | Overhead material rack, 1,300 lb. | (add) | **$2,200.00** |
| AN. | Police lighting: Marked | (add) | **$18,500.00** |
| AO. | Police lighting: Unmarked | (add) | **$16,500.00** |
| AP. | Police partition | (add) | **$2,200.00** |

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| | | | |
|---|---|---|---|
| AQ. | Police special service package | (add) | N/A |
| AR. | Police wiring harness | (add) | $1,450.00 |
| AS. | Power door locks/power windows | (deduct) | $100.00 |
| AT. | Premium Radio **B+O SOUND SYSTEM** | (add) | $910.00 |
| AU. | Remote keyless entry | (add) | $350.00 |
| AV. | Remote Start **FACTORY** | (add) | $395.00 |
| | Remote Start **AFTERMARKET** | (add) | $650.00 |
| AW. | Running boards | (add) | $780.00 |
| AX. | Seat: Front bucket | (add) | $495.00 |
| AY. | Seats: Cloth bucket no center console | (add) | N/A |
| AZ. | Snow Plow: 7 1/2' (snow plow prep package required) Consult to verify front axle meets minimum requirements for certification | (add) | $9,100.00 |
| BA. | Snow plow prep package | (add) | $550.00 |
| BB. | Spotlight: 6-inch (each) **HALOGEN** | (add) | $595.00 |
| | Spotlight: 6-inch (each) **LED** | (add) | $695.00 |
| BC. | Spreader, Salt | (add) | N/A |
| BD. | Tailgate, integral step | (add) | $530.00 |
| BE. | Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location) | (add) | $925.00 |
| BF. | Tires: 6 ply on/off road **FACTORY** | (add) | $495.00 |
| | Tires: 6 ply on/off road **AFTERMARKET** | (add) | $1,650.00 |
| BG. | Tires: All-season tires | (deduct) | STD |
| BH. | Tires: Full size spare | (add) | STD |
| BI. | Tires: Load range E all terrain **AFTERMARKET** | (add) | $1,650.00 |
| BJ. | Toolbox: Heavy Duty, In bed chest-type single lid, steel, Weather Guard or Rawson-Koenig | (add) | $950.00 |
| BK. | Toolbox: Heavy Duty, In bed chest-type single lid, UWS | (add) | $950.00 |
| BL. | Toolbox: Light Duty, In bed chest-type single lid, steel, Delta Job Box | (add) | $950.00 |
| BM. | Toolbox: Heavy Duty, Steel cross (dual lid) Weather Guard or Rawson-Koenig | (add) | $1,070.00 |
| BN. | Toolbox: Light Duty, Steel cross (dual lid) Delta Job Box | (add) | $1,070.00 |
| BO. | Toolbox: Heavy duty, Steel cross saddle (single lid) Weather Guard or Rawson-Koenig | (add) | $950.00 |
| BP. | Toolbox: Light duty, Steel cross saddle (single lid) Delta Job Box | (add) | $950.00 |
| BQ. | Trailer brake controller, factory | (add) | $460.00 |
| BR. | Trailer brake controller, after market | (add) | $560.00 |
| BS. | Trailer towing package and Class 3 receiver hitch, less ball mount | (add) | $1,290.00 |
| BT. | Trailer towing package and Class 4 receiver hitch, less ball mount | (add) | $1,650.00 |
| BU. | Vinyl seats | (deduct) | $50.00 |
| BV. | Warranty: Factory, 5 years – 125,000 miles for motor and drive train, $100.00 deductible maximum. Up charge for diesel extended warranty | (add) | $3,985.00 |
| BW. | Warranty: Factory, 5 years – 100,000 miles for motor and drive train, $100.00 deductible maximum | (add) | $3,185.00 |
| BX. | Warranty: Factory, 5 years – 75,000 miles, $100.00 deductible maximum | (add) | $2,095.00 |

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| | | | |
|---|---|---|---|
| BY. | Wheel locks (installed by customer) | (add) | **$100.00** |
| BZ. | Winch: 8,000 lb. capacity, planetary gear driven, electric, 5/16" cable, hook and guide | (add) | **$2,150.00** |
| CA. | Window tint: Darker than MFG standard | (add) | **$350.00** |
| CB. | Regular Cab | (deduct) | **$1,250.00** |
| CC. | Crew Cab | (add) | **$4,800.00** |
| CD. | Delivery Concepts Hot/Cold Unit | (add) | **$21,995.00** |
| CE. | STX Appearance Group | (add) | **$1,380.00** |
| CF. | STX - 20 " wheel option | (add) | **$1,100.00** |
| CG. | Cab Steps - Tubular | (add) | **$600.00** |
| CH. | Trailer Brake Controller | (add) | **$460.00** |
| CI. | Blind Spot Detection | (add) | **$375.00** |
| CJ. | Carpet/ Floor Mats | (add) | **$245.00** |
| CK. | Running Boards - Black Platform/ Factory | (add) | **$980.00** |
| CL. | Running Boards - Chrome/ Angular/ Factory | (add) | **$650.00** |
| CM. | Running Boards - Local – Nerf-Bar - Tube Style | (add) | **$650.00** |
| CN. | Running Boards - Power Deployable - Factory | (add) | **$1,420.00** |
| CO. | Running Boards - Power Deployable - Local installed | (add) | **$1,950.00** |
| CP. | Rear Privacy Glass - Factory | (add) | **$200.00** |
| CQ. | Moon-roof - Factory | (add) | **$1,695.00** |
| CR. | Engine Block Heater | (add) | **$120.00** |
| CS. | Weather Tech Mats - Front and Rear | (add) | **$360.00** |
| CT. | Class IV hitch/ XL and XLT only | (add) | **$305.00** |
| CU. | Max Trailer Tow Package | (add) | **$1,550.00** |
| CV. | Power Telescoping Mirrors | (add) | **$495.00** |
| CW. | Remote Start: Factory | (add) | **$295.00** |
| CX. | Snow Plow Prep/ Local | (add) | **$650.00** |
| CY. | Reverse Sensing | (add) | **$375.00** |
| CZ. | Delete Power Group/ Roll Ups | (deduct) | **$500.00** |
| DA. | Power Inverter: 110/400w Outlet | (add) | **$390.00** |
| DB. | 2kw Power to the box - non-hybrid | (add) | **$1,195.00** |
| DC. | 7.2kw Power to the box - requires Hybrid | (add) | **$950.00** |
| DD. | B&O Sound System | (add) | **$610.00** |
| DE. | B&O Unleashed | (add) | **$795.00** |
| DF. | Under seat Storage | (add) | **$315.00** |
| DG. | Back Up Alarm | (add) | **$150.00** |
| DH. | Kicker Sub-Woofer | (add) | **$895.00** |
| DI. | Commercial Topper Side Doors | (add) | **$2,850.00** |
| DJ. | Factory Console | (add) | **$650.00** |
| DK. | Diamond Back -Topper (SWAT Style) | (add) | **$2,395.00** |
| DL. | Cargo Master | (add) | **$1,750.00** |
| DM. | Level Kit | (add) | **$850.00** |
| DN. | Bed Cover, Hard, Single Piece | (add) | **$2,195.00** |
| DO. | Bed Cover, Hard, Diamond Back Cover | (add) | **$3,325.00** |

# Chalmers Ford — PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe PD

| | |
|---|---|
| PROPOSAL # | 081024-1 |
| PROPOSAL DATE | October 30th,2024 |
| MEMBER PO #. | |
| CES PO# | |
| TERMS | Due on Receipt |
| SALES REP | Jocelyn Hernandez |
| SHIPPED VIA | Pick UP |
| F.O.B. | |
| PREPAID or COLLECT | |

SHIPPED TO: **2024 Ford Explorer Interceptors AWD-Agate Black**
**3.0L Ecoboost V6**

Sales Tax Rate: 0.00%

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | Statewide Price Agreement Amendment 00-00000-20-00088 | | |
| 8 | **Item 3: Utility Vehicle, full-size, 4 door, 4x4** | $ 36,380.00 | $ 291,040.00 |
| | Options: | | $ - |
| 8 | AK: Seats: Cloth bucket no center console-Police Interceptor PKG | $ 5,400.00 | $ 43,200.00 |
| 8 | AL: Spotlight: 6-inch LED | $ 695.00 | $ 5,560.00 |
| 8 | AN: Trailer towing package | $ 945.00 | $ 7,560.00 |
| 8 | AW: Window tint: Darker than MFG Standard | $ 350.00 | $ 2,800.00 |
| 8 | BF: Remote Keyless Entry Fobs- Factory | $ 425.00 | $ 3,400.00 |
| 8 | BN: BLIS-Blind Sport | $ 695.00 | $ 5,560.00 |
| 8 | BQ: Police Engine Idle Feature | $ 290.00 | $ 2,320.00 |
| 8 | BR: Reverse Sensing #76B | $ 395.00 | $ 3,160.00 |
| 8 | CJ: Upgrade to Explorer Police Interceptor w/ 3.0L Engine | $ 6,550.00 | $ 52,400.00 |
| | | | $ - |
| 8 | Chalmers Ford Discount | $ (2,000.00) | $ (16,000.00) |
| | | | $ - |
| **Units in stock** | | SUBTOTAL | 401,000.00 |
| **Valid for 90 days** | | | |
| | | TAX | 0.00 |
| | | FREIGHT | |
| | | | $401,000.00 PAY THIS AMOUNT |

**DIRECT ALL INQUIRIES TO:**
Jocelyn Hernandez
505-610-3770
jhernandez@chalmersford.com

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# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**10 Vendors**

Number: **00-00000-20-00088**

Amendment No.: **Seventeen**

Term: **March 5, 2021 – March 4, 2025**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested**

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Automotive Vehicles – SUVs & Trucks**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**Correct the expiration date in the body of Amendment No. Sixteen:**

**From: May 4, 2025 To: March 4, 2025.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Natalie Martinez

Date: 3/6/2024

Dorothy Mendonca
New Mexico State Purchasing Agent
X **This Agreement was signed on behalf of the State Purchasing Agent**

DocuSign Envelope ID: CDB3DB9A-325A-4939-855A-3E348D596082



**Awarded Vendors:**

**(AA) 0000047770**
**Albuquerque Motor Company**
**dba Melloy Dodge**
**9621 Coors Blvd NW**
**Albuquerque, NM 87114**
**(505) 239-2811**
**Jcassell@melloydodge.com**

**Delivery: 120-180 Days**

**(AB) 0000049896**
**Bob Turner's Ford Country**
**dba Power Ford**
**1101 Montano Rd NE**
**Albuquerque, NM 87107**
**(505) 449-1268**
**Mbeltran@myforddealer.com**

**Delivery:**

**(AC) 0000054961**
**Bruckner Truck Sales, Inc.**
**8101 Daytona Rd.**
**Albuquerque, NM 87121**
**(505) 839-5907**
**rlinson@brucknertruck.com**

**Delivery: 30-150 Days depending on Specification & Configuration**

**(AD) 0000045857**
**Clark Truck Equipment Co.**
**PO Box 3483**
**Albuquerque, NM 87190**
**(505) 880-8222**
**Kevin@CTE-NM.com**

**Delivery: As Requested**

**(AE) 0000094627**
**Construction Truck Equipment, LLC**
**PO Box 16020**
**Albuquerque, NM 87191**
**(505) 292-8018**
**dfrederick747@gmail.com**

**Delivery: As Required**

**(AF) 0000051541**
**Don Chalmers Ford**
**dba MHQ of NM**
**2500 Rio Rancho Blvd SE**
**Rio Rancho, NM 87124**
**(505) 890-2153**
**Tcullen@chalmersford.com**

**Delivery: As requested- subject to Ford Motor Company production schedules**

(AF) Don Chalmers Ford

| Item | Make/Model | Current Price | New Price |
|---|---|---|---|
| 1 | Escape Base AWD | $22,968.00 | $29,544.00 |
| 2 | Edge AWD SE | $28,543.00 | $36,611.00 |
| 3 | Explorer Base 4x4 | $27,303.00 | $36,380.00 |
| 4 | Expedition 4x4 SSV | $40,818.00 | $49,601.00 |
| 4a | Expedition 4x4 XL | $42,675.00 | $54,196.00 |
| 5 | Edge FWD – No Longer Available, Replace with AWD | $26,733.00 | $36,822.00 |
| 6 | Ranger XL 4x4 | $23,715.00 | $29,486.00 |
| 7 | F150 4x4 Regular Cab | $24,106.00 | $34,984.00 |
| 8 | F150 4x4 Extended Cab | $23,909.00 | $37,792.00 |
| 9 | F150 4x4 Crew Cab | $27,071.00 | $39,983.00 |
| 10 | F250 4x4 Regular Cab | $25,020.00 | $44,089.00 |
| 11 | F250 4x4 Extended Cab LWB | $28,109.00 | $46,385.00 |
| 12 | F250 4x4 Crew Cab LWB | $29,442.00 | $47,892.00 |
| 13 | F350 Regular Cab 4x4 LWB | $27,701.00 | $45,040.00 |
| 14 | F350 4x4 Extended Cab LWB | $30,484.00 | $47,324.00 |
| 15 | F350 4x4 Crew Cab LWB | $31,800.00 | $48,835.00 |
| 16 | F350 CC SRW LWB Crew | $30,890.00 | $45,464.00 |
| 17 | F350 CC DRW LWB Regular Cab | $27,525.00 | $47,712.00 |
| 20 | F450 CC DRW 4x2 | $35,981.00 | $54,822.00 |
| 21 | F550 CC DRW 4x2 17500 GVWR | $36,855.00 | $55,995.00 |
| 23 | F550 CC DRW 4x2 19500 GVWR | $39,785.00 | $57,990.00 |
| 24 | F650 CC DRW 4x2 | $55,131.00 | $74,160.00 |

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00088**



| **Vendor:** | **(AF) Don Chalmers Ford dba MHQ of NM** |
|---|---|

| **Item** | **Approx. Qty.** | **Unit** |
|---|---|---|
| 3 | 50 | Each |

| **Article and Description** | **Unit Price** |
|---|---|
| **Utility vehicle, full-size, 4 door, 4 x 4** | |
| Base Cost: Per Unit, FOB, Dealer's Place of Business | **$27,303.00** |
| Net Cost: Per Unit, FOB, Santa Fe, NM | **$27,303.00** |
| Model: **EXPLORER** | |
| Make: **FORD** Wheelbase: **119.1** | |
| Engine: **2.3L** HP: **300** Torque: **310** | |
| MPG: City: **21** HWY: **28** | |

**Minimum Specifications:**
Backup camera
Bluetooth/Hands free
Color: Factory standard to be determined by ordering agency
Defogger: Electric, rear window with wiper, factory installed
Floor vinyl covering
Fuel tanks: **Maximum** fuel capacity available
Glass: Factory standard tint all around
Horsepower: **290** Torque: **260**
Keys: Three (3) ignition keys total, two (2) of which must be fobs
Mirrors: Outside right/left below eye level. Inside-non glare day/night
Power door locks/power windows
Radio: MFG standard
Seats: Front, dual reclining cloth. Rear, cloth for 2 passengers
Tilt wheel/cruise control
Tires: Factory Standard
Top: Full cover, solid construction
Transmission: Automatic
Trim-interior: Color coordinated with exterior
Wheel base: **116"**
Windshield wipers: Intermittent with washer

| **Item 3 Options: (Option Content subject to compatibility)** | | | |
|---|---|---|---|
| A. | 2 wheel drive in lieu of 4 x 4 (all-season tires) (no skid plates) | (deduct) | **$1,200.00** |
| B. | Air bag lock | (add) | **N/A** |
| C. | Brake controller | (add) | **N/A** |
| D. | Cargo bulkhead screen behind driver | (add) | **$650.00** |
| E. | Cargo bulkhead screen behind second seat | (add) | **$1,250.00** |
| F. | Carpet w/floor mats | (add) | **STD** |
| G. | Color other than factory standard production: (5 unit minimum) | (add) | **$2,500.00** |
| H. | Electric Powered Engine | (add) | **N/A** |

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00088**



| | | | |
|---|---|---|---|
| I. | Electric/Gasoline Powered Engine **INC. LIMITED PKG** | (add) | **$17,600.00** |
| J. | Engine: Other Gas **ST MODEL 3.0L** | (add) | **$18,400.00** |
| K. | Factory standard skid plates | (add) | **N/A** |
| L. | Floor mats: All Weather | (add) | **$350.00** |
| M. | Full size spare | (add) | **N/A** |
| N. | Grill Guard | (add) | **N/A** |
| O. | Heavy Duty Jack | (add) | **N/A** |
| P. | Keys: Additional | (add) | **$350.00** |
| Q. | Light bar: Roof width with 10 LED's: Code 3 of Federal Signal (User agency must specify location at time of order) **AMBER ONLY** | (add) | **$1,950.00** |
| R. | Light bar: Roof width with 16 LED's: Code 3 or Federal Signal (User agency must specify location at time of order) | (add) | **$2,450.00** |
| S. | Limited slip differential or functional equivalent | (add) | **N/A** |
| T. | Locking rear differential | (add) | **N/A** |
| U. | Mileage charge: one (1) way delivery of unit to area(s) other than Santa Fe, NM **PER MILE** | (add) | **$2.00** |
| V. | Mirrors: heated, outside **XLT PKG** | (add) | **$2,000.00** |
| W. | Mirrors: power | (add) | **STD** |
| X. | Mirrors: tow, trailer, power | (add) | **N/A** |
| Y. | Police lighting: Marked | (add) | **$18,500.00** |
| Z. | Police lighting: Unmarked | (add) | **$16,500.00** |
| AA. | Police partition | (add) | **$2,000.00** |
| AB. | Police special service package | (add) | **$5,400.00** |
| AC. | Police wiring harness | (add) | **$1,340.00** |
| AD. | Power door locks/power windows | (deduct) | **STD** |
| AE. | Premium Radio **INC. XLT PKG** | (add) | **$2,000.00** |
| AF. | Remote keyless entry | (add) | **STD** |
| AG. | Remote Start | (add) | **$650.00** |
| AH. | Running boards | (add) | **$450.00** |
| AI. | Seat: Front bucket | (add) | **STD** |
| AJ. | Seat: Third | (add) | **STD** |
| AK. | Seats: Cloth bucket no center console **POLICE INTERCEPTOR PKG** | (add) | **$5,400.00** |
| AL. | Spotlight: 6-inch (each) **HALOGEN** | (add) | **$595.00** |
| | Spotlight: 6-inch (each) **LED** | (add) | **$695.00** |
| | Spotlight: 6-inch (each) **ARGES** | (add) | **$1,250.00** |
| AM. | Spreader, Salt | (add) | **N/A** |
| AN. | Trailer towing package and Class 3 receiver hitch, less ball mount | (add) | **$945.00** |
| AO. | Trailer towing package and Class 4 receiver hitch, less ball mount | (add) | **N/A** |
| AP. | Two-speed Transfer Case | (add) | **N/A** |
| AQ. | Vinyl seats | (deduct) | **N/A** |
| AR. | Warranty: Factory, 5 years – 125,000 miles for motor and drive train, $100.00 deductible maximum. Up charge for diesel extended warranty | (add) | **$2,850.00** |
| AS. | Warranty: Factory, 5 years – 100,000 miles for motor and drive train, $100.00 deductible maximum | (add) | **$2,450.00** |

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| | | | |
|---|---|---|---|
| AT. | Warranty: Factory, 5 years – 75,000 miles, $100.00 deductible maximum | (add) | $1,950.00 |
| AU. | Winch 8,000 lb. front mount | (add) | $1,650.00 |
| AV. | Wheel locks (installed by customer) | (add) | $100.00 |
| AW. | Window tint: Darker than MFG standard | (add) | $350.00 |
| AX. | Engine Block Heater | (add) | $120.00 |
| AY. | Prewiring for Grill/ LED lights #60A | (add) | $75.00 |
| AZ. | Front Interior Windshield Warning Lights | (add) | $1,345.00 |
| BA. | Side Marker LED Lights | (add) | $390.00 |
| BB. | Passenger-Side LED Spotlight | (add) | $595.00 |
| BC. | Deflector Plate #76D | (add) | $435.00 |
| BD. | Hidden Door Lock Plunger w/Rear inop #52P | (add) | $195.00 |
| BE. | Rear Door Handles Inop/Locks inop #68G | (add) | $115.00 |
| BF. | Remote Keyless Entry FOBS- Factory | (add) | $425.00 |
| BG. | 1st and 2nd row Carpeting #16C | (add) | $325.00 |
| BH. | 2nd row Cloth Seats #88F | (add) | $160.00 |
| BI. | Rear Console Plate | (add) | $65.00 |
| BJ. | Ballistic Door Panels- Front Level III- Driver | (add) | $1,985.00 |
| BK. | Ballistic Door Panels- Front Level III- Driver + Pass | (add) | $3,570.00 |
| BL. | Ballistic Door Panels- Front Level IV- Driver | (add) | $2,715.00 |
| BM. | Ballistic Door Panels- Front Level IV- Driver + Pass | (add) | $5,230.00 |
| BN. | BLIS- Blind Spot Monitoring w/Cross Traffic Alert | (add) | $695.00 |
| BO. | Pre-Collision Assist | (add) | $185.00 |
| BP. | Perimeter Anti-Theft Alarm | (add) | $190.00 |
| BQ. | Police Engine Idle Feature- #47A | (add) | $290.00 |
| BR. | Reverse Sensing #76B | (add) | $395.00 |
| BS. | Noise Suppression Kit #68F | (add) | $245.00 |
| BT. | Noise Suppression Bonds (Ground Straps) | (add) | $125.00 |
| BU. | Amber Safety Lighting Package | (add) | $2,900.00 |
| BV. | Unmarked Build | (add) | $12,900.00 |
| BW. | Extra Keys w/o FOB | (add) | $80.00 |
| BX. | Extra Key w/FOB | (add) | $225.00 |
| BY. | Extended Warranty 5/75- Powertrain Only | (add) | $2,150.00 |
| BZ. | Extended Warranty 5/100- Premium- Zero Deductible | (add) | $3,870.00 |
| CA. | Door Decals Graphics Package (Front Doors) | (add) | $850.00 |
| CB. | 2-wheel drive | (deduct) | $500.00 |
| CC. | Wrap- 4 doors White | (add) | $1,327.00 |
| CD. | Wrap- 2 doors White | (add) | $995.00 |
| CE. | Police Perimeter Alert- Auto-locking/Window Rollup | (add) | $750.00 |
| CF. | Rear Camera- on demand | (add) | $290.00 |
| CG. | Driver side LED- Whelan Brand Upgrade | (add) | $150.00 |
| CH. | Rear- air Delete (credit) | (deduct) | $300.00 |
| CI. | Wheel Locks | (add) | $125.00 |
| CJ. | Upgrade to Explorer Police Interceptor w/ 3.3L Engine | (add) | $6,550.00 |

# Chalmers Ford — PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe PD

SHIPPED TO: 2024 Ford Maverick XLT AWD - Oxford White
2.0L Ecoboost AWD

| | |
|---|---|
| PROPOSAL # | 062724-1 |
| PROPOSAL DATE | October 30th, 2024 |
| MEMBER PO #. | |
| TERMS | Due on Receipt |
| SALES REP | Jocelyn Hernandez |
| SHIPPED VIA | Pick UP |
| F.O.B. | |
| PREPAID or COLLECT | |

Sales Tax Rate: 0.00%

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | **Ces Contract #2024-23-C112-All** | | |
| 4 | 2024 Ford Maverick XLT AWD - Oxford White | $ 30,345.00 | $ 121,380.00 |
| | Options: | | $ - |
| | - Oxford White | | $ - |
| | - XLT Trim | | $ - |
| | - Full Size Spare | | $ - |
| | - Trailer Hitch | | $ - |
| | | | $ - |
| 4 | Government Discount (2%)- Ordered Unit | $ (606.90) | $ (2,427.60) |
| | | | $ - |
| 4 | All-Weather Floor Mats | $ 200.00 | $ 800.00 |
| | | | $ - |
| 4 | Tint | $ 350.00 | $ 1,400.00 |
| | | | $ - |
| | | | $ - |
| **Quote Valid for 90 Days** | | SUBTOTAL | 121,152.40 |
| **Units in stock/** | | TAX | 0.00 |
| | | FREIGHT | |
| | | | $121,152.40 PAY THIS AMOUNT |

**DIRECT ALL INQUIRIES TO:**
Jocelyn Hernandez
505-610-3770
jhernandez@chalmersford.com

# COST PROPOSAL

Category 1 - Lot 1 - Vehicles - Car, SUV, Van Trucks, Police Car and Related

Vehicles - Car, SUV, Van, Trucks, Police Car and Related

Chalmers Ford

2024-23

| Product Name | Product Description | Unit Of Measure | All Regions | Region 1 | Region 2 | Region 3 | Region 4 | Region 5 | Region 6 | Region 7 | Region 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Small Sedans and Station Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Midsize Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Large Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Minivans GVRW of 8500 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Small GVRW of 6000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Large GVRW of 6000 to 8500 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Sport-Utility Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Alternative -Fuel Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Hybrid-Electric | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Police Cars | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % |
| Small Sedans and Station Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Midsize Sedans ans Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Large Sedans ans Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Minivans GVRW of 8500 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Small GVRW of 6000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Large GVRW of 6000 to | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |

| Product Name | Product Description | Unit Of Measure | All Regions | Region 1 | Region 2 | Region 3 | Region 4 | Region 5 | Region 6 | Region 7 | Region 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Sport-Utility Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Alternative -Fuel Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Hybrid-Electric | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Police Cars | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Optional equipment | Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Hourly Rates for Installation of Accessories and Equipment | Hourly Rate | cost | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 |
| Hourly Rates for Paint and Body Services | Hourly Rate | cost | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 |
| Hourly Service Rates for Maintenance and Repairs | Hourly Rate | cost | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 |
| Replacement Parts, Materials and Supplies | Percent of Discount off Printed/Published Price Sheets | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Maintenance Service Plans | Percent of Discount off Printed/Published Price Sheets | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Extended Warranty | Percent of Discount off Printed/Published Price Sheets | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Vehicle Delivery Cost | Cost per mile from Dealer to CES Member | cost | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 |
| Emergency Road Side Service | Hourly Rate | cost | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 |
| Emergency Road Side Service | Cost per mile | cost | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 |
| Used Vehicle Purchase Options - Wholesale Blue Book Option | Dealer discount not to exceed a maximum of XX.XX% | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Offeror's Support for CES Pricing | Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price from Form "Offeror Support for CES" that was uploaded to Response Format under Mandatory Response Section - General Response. | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Alternative Costing O/P | Alternative Methods of Costing - Specialized/Custom- percent of overhead/markup and profit added to cost | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Alternative Costing CES Discount | Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount | Percent | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % |

# Chalmers Ford — PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe PD

SHIPPED TO: (12) 2024 Ford Maverick XLT AWD - Oxford White 2.0L Gas

| | |
|---|---|
| PROPOSAL # | 062424-1 |
| PROPOSAL DATE | October 30th, 2024 |
| MEMBER PO #. | |
| TERMS | Due on Receipt |
| SALES REP | Jocelyn Hernandez |
| SHIPPED VIA | Pick UP |
| F.O.B. | |
| PREPAID or COLLECT | |

Sales Tax Rate: 0.00%

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | **CES Contract#2020-31A-C103-All** | | |
| 12 | 2024 Ford Maverick XLT AWD - Oxford White<br>Options:<br>- Oxford White<br>- XLT Trim<br>- 2.0L Gas Engine<br>- Full Size Spare<br>- Trailer Hitch<br>- 4K Tow Package | $ 30,875.00 | $ 370,500.00 |
| 12 | CES Discount (2%)- Ordered unit | $ (617.50) | $ (7,410.00) |
| 12 | Tri Fold Bed Cover | $ 1,460.00 | $ 17,520.00 |
| 12 | All-weather Floor Mats | $ 200.00 | $ 2,400.00 |
| 12 | Tint | $ 350.00 | $ 4,200.00 |

**Quote Valid for 90 Days**

**Units in stock**

| | |
|---|---|
| SUBTOTAL | 387,210.00 |
| TAX | 0.00 |
| FREIGHT | |
| | $387,210.00 PAY THIS AMOUNT |

**DIRECT ALL INQUIRIES TO:**
Jocelyn Hernandez
505-610-3770
jhernandez@chalmersford.com

# COST PROPOSAL

Category 1 - Lot 1 - Vehicles - Car, SUV, Van Trucks, Police Car and Related

Vehicles - Car, SUV, Van, Trucks, Police Car and Related

Chalmers Ford

2024-23

| Product Name | Product Description | Unit Of Measure | All Regions | Region 1 | Region 2 | Region 3 | Region 4 | Region 5 | Region 6 | Region 7 | Region 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Small Sedans and Station Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Midsize Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Large Sedans ans Stations Wagons | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Minivans GVRW of 8500 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Small GVRW of 6000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Large GVRW of 6000 to 8500 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Sport-Utility Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Alternative -Fuel Vehicles | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Hybrid-Electric | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Police Cars | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Fleet Option - Percent of Discount off Printed/Published Price Sheets | Percent | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % | 5 % |
| Small Sedans and Station Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Midsize Sedans ans Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Large Sedans ans Stations Wagons | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Minivans GVRW of 8500 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Full -Size Van, GVRW of 10000 lbs or less, including cargo van | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Small GVRW of 6000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Pickup Trucks Large GVRW of 6000 to | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |

| Product Name | Product Description | Unit Of Measure | All Regions | Region 1 | Region 2 | Region 3 | Region 4 | Region 5 | Region 6 | Region 7 | Region 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Pickup Trucks Large GVRW of 8501 to 10000 lbs | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Sport-Utility Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Alternative -Fuel Vehicles | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Hybrid-Electric | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Severe Duty Emergency and Law Enforcement Vehicles (sedans, pickups, utility vehicles, vans) | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Police Cars | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % | 3 % |
| Cab and Chassis Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Bodies for Vehicles GVRW of 10,000 lbs or less | Off the Lot Option - Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Optional equipment | Percent of Discount off Printed/Published Price Sheets | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Hourly Rates for Installation of Accessories and Equipment | Hourly Rate | cost | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 |
| Hourly Rates for Paint and Body Services | Hourly Rate | cost | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 | $ 120 |
| Hourly Service Rates for Maintenance and Repairs | Hourly Rate | cost | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 | $ 185 |
| Replacement Parts, Materials and Supplies | Percent of Discount off Printed/Published Price Sheets | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Maintenance Service Plans | Percent of Discount off Printed/Published Price Sheets | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Extended Warranty | Percent of Discount off Printed/Published Price Sheets | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Vehicle Delivery Cost | Cost per mile from Dealer to CES Member | cost | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 | $ 2.5 |
| Emergency Road Side Service | Hourly Rate | cost | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 | $ 250 |
| Emergency Road Side Service | Cost per mile | cost | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 | $ 5 |
| Used Vehicle Purchase Options - Wholesale Blue Book Option | Dealer discount not to exceed a maximum of XX.XX% | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Offeror's Support for CES Pricing | Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price from Form "Offeror Support for CES" that was uploaded to Response Format under Mandatory Response Section - General Response. | Percent | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % | 2 % |
| Alternative Costing O/P | Alternative Methods of Costing - Specialized/Custom- percent of overhead/markup and profit added to cost | Percent | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % | 10 % |
| Alternative Costing CES Discount | Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount | Percent | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % | 4 % |

**MHQ of New Mexico**
**5601 Balloon Fiesta Pkwy**
**Suite C**
**Albuquerque, NM 87113**

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EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

# Quote

| Date | Estimate # |
|---|---|
| 10/3/2024 | 18846 |
| This quote expires in 90 days | |

| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | Animal Control F-150 x2 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| | | Contact Name: Eric Sanchez<br>Contact Number: 505-210-2551<br>Contact E-mail: iesanchez@ci.santa-fe.nm.us<br>Vehicle/Year: 2024 Ford F-150 x2<br>Type: Animal Control<br>State Contract# 20-00000-21-00030 | | | |
| STATE CONTRACT NM | | State Contract# 20-00000-21-00030<br>Labor pages 48, 61 and 65. Parts pages 67-69.<br>Graphics pages 45-47. | | 0.00 | 0.00T |
| ENFLBS1254 | Sound Off Si... | 54" nForce SoundOff Lightbar Dual Color Blue/Amber<br>MSRP $4,874.00 State Contract 36% Off = $3,119.36<br><br>QSF037488 | 2 | 3,119.365 | 6,238.73 |
| ETCPMP801 | Soundoff Sig... | 800 Series Multi-purpose Control Panel and Switch Module w/ 8 Button Programming and Directional Arrow Function; includes Power Module & 35 selectable icon stickers<br>MSRP $300.00<br>State Contract 36% = $192.00 | 2 | 192.00 | 384.00 |
| CH8.1.20 | 911 Circuits | 8 Circuits, Hot, Timed or Ignition, current capability 120 amps 20 foot outputs MSRP $750.00 State Contract 20% = $600.00 | 2 | 600.00 | 1,200.00 |
| Labor NM | MHQ of New... | Installation Labor (Install Customer Supplied Kennel Inserts) | 28 | 115.00 | 3,220.00T |
| GRAPHICS LEVEL 4 | MHQ Graphics | Graphics price made from materials | 2 | 499.995 | 999.99 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

**MHQ of New Mexico**
**5601 Balloon Fiesta Pkwy**
**Suite C**
**Albuquerque, NM 87113**

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

# Quote

| Date | Estimate # |
|---|---|
| 10/3/2024 | 18846 |
| This quote expires in 90 days | |

| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | Animal Control F-150 x2 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| Labor GR | MHQ Graphics | Graphics Production | 2 | 92.00 | 184.00T |
| Labor GR | MHQ Graphics | Graphics Installation | 12 | 92.00 | 1,104.00T |

| | |
|---|---|
| **Subtotal** | $13,330.72 |
| **Sales Tax (7.625%)** | $343.74 |
| **Total** | $13,674.46 |

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# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**17 Vendors**

Number: **20-00000-21-00030**

Amendment No.: **Four**

Term: **April 25, 2022 – April 24, 2025**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested at Time of Order**

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2024 to April 24, 2025 at the same price, terms and conditions for the following vendors:**

**(AA) BJW Ventures, LLC dba Accessories Unlimited**
**(AB) Advanced Communications and Electronics**
**(AC) Kevin Kocharoff dba Blue Sky Upfitting, LLC**
**(AD) Code 3 Service, LLC**
**(AE) Dana Safety Supply, Inc.**
**(AF) Chalmers Ford, Inc. dba MHQ**
**(AG) Enchanted Technology Solutions, LLC**
**(AH) Federal Signal Corporation**
**(AI) Frontline Upfitting, LLC**
**(AK) Motorola Solutions, Inc.**
**(AM) Organ Mountain Graphix, LLC**
**(AO) State of Emergency Upfitting, LLC**
**(AP) Gonzales, Joshua dba The Wrap Lab**
**(AQ) WAC Upfitters, LLC**
**(AR) West Mesa Auto Craft, Inc.**
**(AS) Mobile Communications America, Inc.**

**Vendor (AL) New Mexico Emergency Products at the same terms and conditions with a price increase as shown on Page 2.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Dorothy Mendonca

Date: 4/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

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**(AF) Don Chalmers Ford dba MHQ West**
**Statewide Price Agreement # 20-00000-21-00030**
**Discount off parts catalog or list price for all related vehicle equipment, both emergency and non-emergency products**

| Vendor | Percentage Off List Price |
|---|---|
| **4 Wheel Parts**-Automotive Parts | www.4wheelparts.com MSRP - 0% |
| **911 Circuits**-Wire harness and accessories | www.911circuits.com MSRP - 20% |
| **Able 2 Products** - Emergency Lighting | www.able2products.com MSRP - 25% |
| **Admiral Camper**-camper shells/accessories | www.admiralcampers.com MSRP - 0% |
| **Aervoe**-Safety devices | www.aervoe.com MSRP - 0% |
| **Alamo Auto Supply**-Vehicle Accessories | www.alamoauto.com MSRP - 0% |
| All other **Open Market** items | MSRP - 0% |
| **Amazon**-variety of products required for builds | www.amazon.com MSRP-0% |
| **American Aluminum**-K9 /Prisoner Transport | www.ezrideronline.com MSRP - 10% |
| **Angel Armor LLC**-Ballistic Panels | www.angelarmor.com MSRP - 0% |
| **ARB**-Off road accessories | www.arbusa.com MSRP - 0% |
| **Asset Works**-Fuel Management | www.assetworks.com MSRP - 0% |
| **ATC Campers**-camper shells/access. | www.atctruckcovers.com MSRP - 0% |
| **B & B Enterprises**-custom vehicle equip. | www.bbenterprisesinc.com MSRP - 20% |
| **Bendix King**-communication equip. | www.bktechnologies.com MSRP - 0% |
| **Better Built**-tool boxes | www.lifebetterbuilt.com MSRP - 0% |
| **Brookings Ind.**-Emergency Vehicle Equip. | www.brookingindustries.com MSRP - 25% |
| **Brother Printers**-computer printers | www.brother-usa.com MSRP - 10% |
| **Bull Dog Winch**-vehicle winches | www.bulldogwinch.com MSRP - 0% |
| **Cargo Glide**-vehicle storage | www.cargoglide.com MSRP - 10% |
| **Coban**-In Car/Body Cameras | www.safefleet.net MSRP - 0% |
| **Code 3**-Emergency vehicle lighting | www.code3esg.com MSRP - 20% |
| **Cool Cop**-officer cooling access. | www.coolcop.com MSRP - 0% |
| **Cradle Point**-Computer Modems | www.cradlepoint.com MSRP - 0% |
| **Curt**-vehicle accessories | www.curtmfg.com MSRP - 0% |
| **D & R Manufacturing**-Emergency Vehicle Lighting | www.dandrmanufacturing.com MSRP - 15% |
| **Dakota Bodies**-Vehicle Service Bodies | www.dakotabodies.com MSRP - 0% |
| **Decked**-Vehicle Storage | www.decked.com MSRP - 10% |
| **Dell**-computers | www.dell.com MSRP - 0% |
| **Digital Ally**-Cameras in car/body | www.digitalallyinc.com MSRP - 0% |
| **ECCO**-Vehicle Lighting | www.eccoesg.com MSRP - 10% |
| **Extang**-Truck Covers | www.extang.com MSRP - 0% |
| **Extendo Bed**-Storage Systems | www.extendobed.com MSRP - 0% |
| **Fab Fours**-Push Bumpers | www.fabfours.com MSRP - 0% |
| **Federal Signal**-Vehicle Lighting/Accessories | www.fedsig.com MSRP - 36% |
| **Feniex Industries**-Vehicle Lighting | www.feniex.com MSRP - 15% |
| **Ford Motor Company**-Auto Parts | www.parts.ford.com MSRP-0% |
| **FRC**-Scene Ligthing | www.fireresearch.com MSRP - 0% |

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| (AF) Don Chalmers Ford dba MHQ West continued | |
|---|---|
| **Gamber Johnson**-Consoles, Dock and Access. | www.gamberjohnson.com MSRP - 20% |
| **Getac**-Computers | www.geta.com MSRP - 0% |
| **General Motors**-Auto Parts | www.gm.com MSRP-0% |
| **Go Light**-Scene Lighting | www.golight.com MSRP - 10% |
| **Go Rhino**-Push Bumpers/Access | www.gorhino.com MSRP - 20% |
| **Harris**-Two Way Radios | www.l3harris.com MSRP - 0% |
| **Havis-Console**-Dock, K9, Prisoner Tran. | www.havis.com MSRP - 20% |
| **Highway Products**-Vehicle Bodies | www.highwayproducts.com MSRP - 0% |
| **Innovative**-Consoles/Storage | www.idsmp.com MSRP - 10% |
| **Jackson Creek**-Animal Control | www.Jacksoncreekmfg.com MSRP - 0% |
| **Jotto Desk**-Docks Consoles, Weapon Mounts | www.gojotto.com MSRP - 20% |
| **Kent D Bruce LLC**-Havis/Whelen | www.kdbco.com MSRP - 0% |
| **Kenwood**-Two Way Radios | www.comms.kenwood.com MSRP - 0% |
| **Kussmaul**-Vehicle Battery Chargers | www.kussmaul.com MSRP - 10% |
| **Kustom Signals Radar**- Video in car/Body | www.kustomsignals.com MSRP - 10% |
| **L3 Mobile Vision**-Video in Car/Body | www.safefleent.net MSRP - 0% |
| **Laguna Seats**-Prisoner Seats | www.laguna3p.com MSRP - 10% |
| **Leer**-Campers/Accessories | www.leer.com MSRP - 0% |
| **Lenco**-Armored Vehicle Parts | www.lencoarmor.com MSRP - 0% |
| **Line-X**-Bed Lining | www.linex.com MSRP - 0% |
| **LKQ**-Reconditioned auto parts | www.lkqonline.com MSRP - 0% |
| **L-Tron**-Electronic Scanner | www.l-tron.com MSRP - 0% |
| **Mopar**-Auto Parts | www.mopar.com MSRP-0% |
| **MHQ Graphics**-Graphics | www.mhqwest.com MSRP - 40% |
| **MHQ** Shop Supplies | www.mhqwest.com MSRP - 0% |
| **MHQ** Window Tint | www.mhqwest.com MSRP - 10% |
| **Motorola**-Two Way Radios | www.motorola.com MSRP - 0% |
| **MPH Industries**-Vehicle Radars | www.mphindustries.com MSRP - 0% |
| **NAPA**-Auto Parts | www.napaonline.com MSRP - 0% |
| **NextBelt**-Belt Accessories | www.nexbelt.com MSRP - 5% |
| **Night Stick**-Flashlights | www.nightstick.com MSRP - 0% |
| **OPS/Ezstak**-Storage Solutions | www.opspublicsafety.com /www.ezstak.com MSRP - 15% |
| **Panasonic**-Computers | www.panasonic.com MSRP - 0% |
| **Panorama**-Antennas | www.panorama-antennas.com MSRP - 0% |
| **Parsec Technologies**-Antennas | www.parsec-t.com MSRP - 0% |
| **Pelican Products**-Storage Products | www.pelican.com MSRP - 10% |
| **Poly Plannar**-Vehicle Speakers | www.polyplanar.com MSRP - 0% |
| **PTS**-Prisoner Seats | www.prisonertransportsystems.com MSRP - 15% |
| **Pro-Gard**-Prisoner Cages, seats, weapon locks | www.pro-gard.com MSRP - 20% |
| **Propper**-Clothing | www.propper.com MSRP - 0% |
| **ProVision**-In Car Video | www.provisionusa.com MSRP - 0% |

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00030



| (AF) Don Chalmers Ford dba MHQ West continued | |
|---|---|
| **Putco**-Vehicle Lighting | www.putco.com MSRP - 10% |
| **Ranch Hand**-Vehicle Bumpers | www.ranchhand.com MSRP - 0% |
| **Raptor Products**-Weapon Locks | www.usaraptor.com MSRP - 10% |
| **Retrax**-Truck Accessories | www.retrax.com MSRP - 0% |
| **Rigid Industries**-Vehicle Lighting | www.ridgidindustries.com MSRP - 10% |
| **RKI**-Tool Box Storage | www.rki-us.com MSRP - 0% |
| **Rockland Products**-Storage Systems. | www.rocklandcustomproducts.com MSRP - 0% |
| **Safety LLC**-First Aid Kits | www.safetynm.com MSRP - 0% |
| **Safety Vision**-in car camera | www.safetyvision.com MSRP - 0% |
| **Samlex**-Power inverters | www.samlexamerica.com MSRP - 0% |
| **Santa Cruz**- Gun Locks | www.santacruzgunlocks.com MSRP - 20% |
| **Setina Mfg**-Prisoner Cage, weapon locks, storage | www.setina.com MSRP - 20% |
| **Smitty Built**-Winches | www.smittybilt.com MSRP - 0% |
| **SoundOff Signal**-Vehicle Lighting | www.soundoffsignal.com MSRP - 36% |
| **Southwest Iron Works**-custom fabrication | www.southwestironworks.com MSRP - 0% |
| **Stalker**- Radar, in car camera | www.stalkerradar.com MSRP - 10% |
| **Streamlight**-Flashlights | www.streamlight.com MSRP - 20% |
| **Strong Suit** -Gloves | www.strongsuitgloves.com MSRP - 0% |
| **Super Springs**-Vehicle Accessories | www.superspringsinternational.com MSRP - 0% |
| **Survival Armor**-Armor | www.survivalarmor.com MSRP - 0% |
| **Synnex**-Computers/Accessories | www.synnex.com MSRP - 0% |
| **Tessco**-communications accessories | www.tessco.com MSRP - 0% |
| **Tiger Tough**-Seat covers | www.tigertough.com MSRP - 0% |
| **Tomar**-Vehicle Lighting | www.tomar.com MSRP - 20% |
| **Topper Town**-camper shells | www.toppertownabq.com MSRP - 0% |
| **Troy Products**-Consoles, partitions, computer mounts | www.troyproducts.com MSRP - 20% |
| **Truck Vault**-Storage Solutions | www.truckvault.com MSRP - 10% |
| **Tuffy Products**-Storage Solutions | www.tuffyporducts.com MSRP - 0% |
| **Unity Spotlights**-Scene Lighting | www.unitusa.com MSRP - 10% |
| **UWS**-truck storage boxes | www.uwsta.com MSRP - 0% |
| **Wanco**-message boards | www.wanco.com MSRP - 0% |
| **Warn**-Winches | www.warn.com MSRP - 0% |
| **Watchguard**-video in car/body | www.watchguardvideo.com MSRP - 0% |
| **Waytek Wire**-Wiring Accessories | www.waytekwire.com MSRP - 0% |
| **Weather Guard**-tool boxes | www.weathguard.com MSRP - 0% |
| **Western**-Snow Plows | www.westernplows.com MSRP - 0% |
| **Westin**-push bumper, partitions, accessories | www.westinautomotive.com MSRP - 20% |
| **Whelen**-Vehicle Lighting | www.whelen.com MSRP - 36% |

**MHQ of New Mexico**
**5601 Balloon Fiesta Pkwy**
**Suite C**
**Albuquerque, NM 87113**

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

# Quote

| Date | Estimate # |
|---|---|
| 10/4/2024 | 19235 |
| This quote expires in 90 days | |

| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| STATE CONTRACT NM | | Contact Name:Eric Sanchez<br>Contact Number:505-231-0619<br>Contact E-mail: iesanchez@ci.santa-fe.nm.us<br>Vehicle/Year:2024 Ford PIU x8<br>Type: Patrol<br>State Contract# 20-00000-21-00030<br>Labor pages 48, 61 and 65. Parts pages 67-69.<br>Graphics pages 45-47. | | 0.00 | 0.00 |
| EMPLBSS148 | Soundoff Sig... | ***Emergency Lighting/Speakers***<br>mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.<br>MSRP = $5,575.00 State Contract 36% Off = $3,568.00 | 8 | 3,568.035 | 28,544.28 |
| ENFRMS4BRW | Soundoff Sig... | QSF040569<br>Sound Off Signal 18 LEDWarning Module for nForce™, SAE Class 1, 10-16v, Tri Color - Blue/Red/White<br>MSRP $228.00 State Contract 36% off = $145.92<br>(Front Push Bar Lights) | 32 | 145.92 | 4,669.44 |
| ENT3B3RBW | SoundOff Sig... | Intersector Surface Mount Light, 9-32 Vdc, White Housing, 18 LED, Tricolor - Red/Blue/White<br>MSRP $372.00<br>State Contract 36% off = $238.08<br>***Side of Push Bar*** | 16 | 238.08 | 3,809.28 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

**MHQ of New Mexico**
**5601 Balloon Fiesta Pkwy**
**Suite C**
**Albuquerque, NM 87113**

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CHALMERS Ford

# Quote

| Date | Estimate # |
|---|---|
| 10/4/2024 | 19235 |
| This quote expires in 90 days | |

| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| ENT2B3RBW | Soundoff Sig... | Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 18 LED, Tricolor - Red/Blue/White<br>MSRP $372.00<br>State Contract 36% off = $238.08<br>***Driver/Pass Mirror*** | 16 | 238.08 | 3,809.28 |
| ECVDMLTAL00 | SoundOff Sig... | obSERVE Dome Light - 6" Round, White and Red Night Light LEDs, White Lens<br>MSRP $137.00<br>State Contract 36% off = $87.68<br>*Hatch/Dome* | 8 | 87.68 | 701.44 |
| EMPAK | Soundoff Sig... | Rear 6 Module spoiler lights Rear Red/Amber & Blue/Amber<br>MSRP $2,239.00 State Contract 36% off = $1,432.96<br><br>QSF040573 | 8 | 1,432.96 | 11,463.68 |
| EMPS2STS5RBW | Soundoff Sig... | mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White<br>MSRP $272.00 State Contract 36% off = $174.08<br>(License Plate) | 16 | 174.08 | 2,785.28 |
| PMP2BRK2LPV | Soundoff Sig... | Stud Mount License Plate Bracket Vertical mount for 4 inch<br>MSRP $52.00 State Contract 36% = $33.28 | 8 | 33.28 | 266.24 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

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| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| EMPS2STS5RBW | Soundoff Sig... | mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White<br>MSRP $272.00 State Contract 36% off = $174.08<br>(Rear Quarter WIndows) | 16 | 174.08 | 2,785.28 |
| PMP2BKDGAJ | Soundoff Sig... | 90 degree mpower Deck Bracket<br>MSRP $16.00 State Contract 36% = $10.24<br>(Rear Quarter WIndows) | 16 | 10.24 | 163.84 |
| ETFBSANFL | Sound Off Si... | Flashback Tail Flasher<br>MSRP $121.00 State Contract 36% off = $77.44 | 8 | 77.44 | 619.52 |
| ETSS100J | Soundoff Sig... | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt<br>MSRP $389.00<br>State Contract 36% = $248.96 | 8 | 248.96 | 1,991.68 |
| ETSKLF100 | Soundoff Sig... | LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket<br>MSRP $974.00 State Contract 36% off = $623.36 | 8 | 623.36 | 4,986.88 |
| | | ***Push Bumper/Wing Wraps*** | | | |
| 5344-4L51 | Go Rhino | 2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included<br>MSRP $599.03 State Contract 20% = $479.22 | 8 | 479.22 | 3,833.76 |
| 5344LWHD | Go Rhino | HD LOWER WRAP - STEEL, PROTECTIVE BEDLINER COATING<br>***Console/Partition*** | 8 | 374.32 | 2,994.56 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

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CHALMERS Ford

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| Date | Estimate # |
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| 10/4/2024 | 19235 |
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| Name / Address | Ship To |
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| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| CC-UV20-L-18 | Troy | 2020-24 PI Utility 18" L-Shape Console, 7" Slope, 11" Level (no floor plate needed, mounts directly to floor). If needed, includes AC-UV20-HC harness cover.<br>MSRP $601.00<br>State Contract 20% off = $480.80 | 8 | 480.80 | 3,846.40 |
| FP-MXTL2500 | Troy | 3" XTL2500/5000/APX6500 remote 05/07<br>MSRP $50.00<br>State Contract 20% Off $40.00 | 8 | 0.00 | 0.00 |
| FP-MXTL5000 | Troy | 3" XTL2500/5000/APX6500 One-piece, 05/07<br>MSRP $50.00<br>State Contract 20% Off $40.00 | 8 | 0.00 | 0.00 |
| FP-SO380R | Troy | 4" ETSA480 Blueprint remote head lights/sirMSRP $50.00<br>State Contract 20% Off $40.00 | 8 | 0.00 | 0.00 |
| FP-ETSA481 | Troy | Face Plate for a ETSA480 Series Soundoff Remote Mount | 8 | 0.00 | 0.00 |
| FP-USBC-2 | Troy | 2" face plate w/(2) USB-C 4 amp and USB 3 amp port<br>MSRP $80.00<br>State Contract 20% off = $64.00 | 8 | 64.00 | 512.00 |
| AC-INBHG | Troy | 4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.<br>MSRP $64.00<br>State Contract 20% off = $51.20 | 8 | 51.20 | 409.60 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

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| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| AC-PENPRTR-58-CC | Troy Products | Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58)<br>MSRP $495.00<br>state contract 20% off = $396.00 | 8 | 396.00 | 3,168.00 |
| CM-SDMT-SL-LED | Troy | Console side ht. adj. mount w/slide arm for docking station<br>MSRP $589.00<br>State Contract 20% off = $447.20 | 8 | 447.20 | 3,577.60 |
| GK11191B1SSVSCA | Setina | T-Rail Mount Blac-Rac 1<br>MSRP $919.00 State Contract 20% = $735.20 | 8 | 735.20 | 5,881.60 |
| 35-20045 | Westin | 2020 Ford Utility Front Defender Partition<br>MSRP $1597.62 State Contract 20% off = $1278.10 | 8 | 1,278.10 | 10,224.80 |
| QK0496ITU20 | Setina | 2020 Ford Interceptor Utility Full Transport Cover Seat Original Center-Pull Seat Belts<br>$1639.00 state contract 20% off = $1311.20 | 8 | 1,311.20 | 10,489.60 |
| WG-20-FDUV-SET | Troy | 2020-24 PI Utility \| 2020-24 Explorer Civilian driver/passenger side window guards, welded bars, vertical design<br>MSRP $343.00<br>State Contract 20% off = $274.40 | 8 | 274.40 | 2,195.20 |
| AC-20-UV-HATCH | Troy | 2020-24 PI Utility \| 2020-24 Explorer Civilian hatch window screen; square-hole punched<br>MSRP $173.00<br>State Contract 20% off = $138.40 | 8 | 138.40 | 1,107.20 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

**MHQ of New Mexico**
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|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| | | ***Vault*** | | | |
| CP-GB403212-TL | Troy | Single-Drawer Weapon Box. Durango, Explorer, 40" W x 32" L x 12" H w/2 DL locking handles. Carpet top.<br>MSRP $1,929.00<br>State Contract 20% = $1,543.20 | 8 | 1,543.20 | 12,345.60 |
| CP-UV20-CARGO | TROY | 2020-24 PI Utility Standard tilt-up cargo mount w/gas shocks.<br>MSRP $950.00<br>state contract 20% off = $760.00 | 8 | 760.00 | 6,080.00 |
| AC-20-UV-TRAY | TROY | 2020-24 PI Utility electronics tray bolts to CP-UV20-CARGO<br>MSRP $319.00<br>state contract 20% off = $255.20 | 8 | 255.20 | 2,041.60 |
| | | ***Interior Electronics*** | | | |
| ENGSA5100RSP | SoundOff Sig... | bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 100 watt single-tone<br>MSRP $1749.00<br>State Contract 36% $1119.36 | 8 | 1,119.36 | 8,954.88 |
| ENGHNK02 | Soundoff Sig... | nERGY™ bluePRINT™ Remote Node Harness Kit<br>MSRP $71.00 State Contract 36% = $45.44 | 8 | 45.44 | 363.52 |
| ENGND04101 | Soundoff Sig... | nERGY™ bluePRINT™ Remote Node, 4 Active High/Low Inputs, 10 Outputs (50 Amps max)<br>MSRP $376.00 State Contract 36% off = $240.64 | 8 | 240.64 | 1,925.12 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

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CHALMERS Ford

# Quote

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| 10/4/2024 | 19235 |
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|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| ENGLMK008 | SOUNDOFF | bluePRINT Link® Micro Kit, includes Module and Vehicle Harness for Ford Transit 2020-2023, Ford Explorer / Police Interceptor Utility (PIU) 2016-2023, Ford F150 2017-2020 only, Ford F250-F550 without large infotainment screen 2017-2022, Ford Escape 2020-202<br>MSRP = $648.00<br>State Contract 36% Off = $414.72 | 8 | 414.72 | 3,317.76 |
| ENGSYMD01 | Soundoff Sig... | bluePRINT Sync® Module, includes GPS Antenna, ECE R10 Certified<br>MSRP $507.00<br>State Contract 36% = $324.48 | 8 | 324.48 | 2,595.84 |
| CH27.1.20 | 911 Circuits | Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP $1215.00 State Contract 20% = $972.00 | 8 | 972.00 | 7,776.00 |
| BEE-III | MPH Inc | BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle | 8 | 2,495.00 | 19,960.00 |
| ECVDMLTAL00 | SoundOff Sig... | obSERVE Dome Light - 6" Round, White and Red Night Light LEDs, White Lens<br>MSRP $137.00<br>State Contract 36% off = $87.68 | 8 | 87.68 | 701.44 |
| 4910LR-152-LTRK | L-Tron | Imaging Scanner<br>MSRP $540.10 State Contract 20% = $432.08 | 8 | 565.80 | 4,526.40 |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

**MHQ of New Mexico**
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| 10/4/2024 | 19235 |
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| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | 2024 Ford PIU x10 |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| | | ***Ballistic Armor*** | | | |
| A1-00261 | | "Ford, Police Interceptor Utiliy, Level lllA Front Door, Driver Side (2020 & Newer Models)" | 8 | 865.00 | 6,920.00 |
| A1-00262 | | "Ford, Police Interceptor Utiliy, Level lllA Front Door, Passenger Side (2020 & Newer Models)" | 8 | 865.00 | 6,920.00 |
| | | ***Shop Supp, Shipping,Labor*** | | | |
| SHOP SUPPLIES LV1 | MHQ of New... | Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs. | 8 | 299.99625 | 2,399.97 |
| Shipping | | Shipping | 8 | 450.00 | 3,600.00 |
| Labor NM | MHQ of New... | Installation Labor ( 60 Hours per unit ) Customer Supplied Radio | 480 | 115.00 | 55,200.00T |
| GRAPHICS LEVEL 4 | MHQ Graphics | Graphics price made from materials | 8 | 500.00 | 4,000.00 |
| Labor GR | MHQ Graphics | Graphics Installation (5 hrs ea) | 40 | 90.00 | 3,600.00T |
| Labor GR | MHQ Graphics | Graphics Production | 8 | 90.00 | 720.00T |

| | |
|---|---|
| **Subtotal** | $268,784.57 |
| **Sales Tax (7.625%)** | $4,538.40 |
| **Total** | $273,322.97 |

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# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**17 Vendors**

Number: **20-00000-21-00030**

Amendment No.: **Four**

Term: **April 25, 2022 – April 24, 2025**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested at Time of Order**

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2024 to April 24, 2025 at the same price, terms and conditions for the following vendors:**

**(AA) BJW Ventures, LLC dba Accessories Unlimited**
**(AB) Advanced Communications and Electronics**
**(AC) Kevin Kocharoff dba Blue Sky Upfitting, LLC**
**(AD) Code 3 Service, LLC**
**(AE) Dana Safety Supply, Inc.**
**(AF) Chalmers Ford, Inc. dba MHQ**
**(AG) Enchanted Technology Solutions, LLC**
**(AH) Federal Signal Corporation**
**(AI) Frontline Upfitting, LLC**
**(AK) Motorola Solutions, Inc.**
**(AM) Organ Mountain Graphix, LLC**
**(AO) State of Emergency Upfitting, LLC**
**(AP) Gonzales, Joshua dba The Wrap Lab**
**(AQ) WAC Upfitters, LLC**
**(AR) West Mesa Auto Craft, Inc.**
**(AS) Mobile Communications America, Inc.**

**Vendor (AL) New Mexico Emergency Products at the same terms and conditions with a price increase as shown on Page 2.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Dorothy Mendonca

Date: 4/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 0435B55D-D8C7-47D1-AFCD-0345CB9EF2ED



(AF) 0000051541
Chalmers Ford DBA MHQ
West 5601 Balloon Fiesta Parkway Suite C
Albuquerque, NM 87113
505-821-0667
jgranger@mhqwest.com

**Payment Term:** Net 30

**Delivery:** 30-120 days depending on product. Materials/Chip Shortages may affect these delivery times.

(AG) 0000135964
Enchanted Technology Solutions, LLC
6615 Sujeto Rd. NW
Albuquerque, NM 87120
(505) 946-8219
jeffg@ets.us.com

**Payment Term:** Net 30

**Delivery:** 4-6 Weeks or as requested

(AH) 0000091507
Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484
(708)534-3400
policefireorders@fedsig.com
service@fedsig.com

**Payment Term:** Net 30

**Delivery:** 30 days FOB

(AI) 0000165776
Frontline Upfitting LLC
3008 Walsh Loop SE
Rio Rancho NM 87124
(505) 980-0466
javis@frontlinenm.com

**Payment Term:** Net 30

**Delivery:** As Requested

(AJ) 0000137862
MFLL, Inc dba Melloy Ford
499 Emilio Lopez Rd
Los Lunas, NM 87031
505-866-3005
randy@melloyfleet.com

**Payment Term:** Net 10 days

**Delivery:** As Requested

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| Item | Approx. Qty | Unit | Description | Percentage Discount | Vendor |
|---|---|---|---|---|---|
| **043** | **1** | **%** | **Discount off most current parts catalog or list price for related accessories pertaining to interior accessories: Continued** | | |
| | | | Kustom Signals: kustomsignals.com | 10% Off List | (AQ) continued |
| | | | Mobileye: https://www.mobileye.com/ | 0% Off List | |
| | | | Pendaliner: penda.com | 5% Off List | |
| | | | Pro-Gard: www.pro-gard.com | 15% Off List | |
| | | | PTS: prisonertransportsystems.com | 15% Off List | |
| | | | Santa Cruz: santacruzgunlocks.com | 20% Off List | |
| | | | Setina: setina.com | 15% Off List | |
| | | | Stalker: stalkerradar.com | 5% Off List | |
| | | | Tekonsha: tekonsha.com | 10% Off List | |
| | | | Tiger Tough: www.tigertough.com | 5% Off List | |
| | | | Truck Vault: www.truckvault.com | 10% Off List | |
| | | | Tuffy Security Products: www.tuffyproducts.com | 10% Off List | |
| | | | WeatherGuard: www.weatherguard.com | 10% Off List | |
| | | | WeatherTech: www.weathertech.com | 10% Off List | |
| | | | Weboost: www.weboost.com | 5% Off List | |
| | | | Weiser Solutions: thinkweiser.com | 25% Off List | |
| | | | Window Tint | 10% Off List | |
| | | | | | |
| | | | See Page 70 for Discount Off Catalog List Prices | | (AR) |
| **044** | **1** | **Hourly** | **Labor/repair & installation cost per hour related to interior accessories** | **Unit Price** | |
| | | | | $ 100.00 | (AA) |
| | | | | $ 125.00 | (AB) |
| | | | | $ 95.00 | (AC) |
| | | | | $ 125.00 | (AD) |
| | | | | $ 115.00 | (AF) |
| | | | | $ 150.00 | (AG) |
| | | | | $ 110.00 | (AI) |
| | | | | $ 95.00 | (AL) |
| | | | | $ 95.00 | (AN) |
| | | | | $ 125.00 | (AO) |
| | | | | $ 99.00 | (AQ) |
| | | | | $ 85.00 | (AR) |

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00030



| Item | Approx. Qty | Unit | Description | Unit Price | Vendor |
|---|---|---|---|---|---|
| **046** | **1** | **hourly** | **Labor/repair & installation cost per hour related to exterior accessories** | | |
| | | | | $ 100.00 | (AA) |
| | | | | $ 125.00 | (AB) |
| | | | | $ 95.00 | (AC) |
| | | | | $ 125.00 | (AD) |
| | | | See Pages 67-69 for Discount off parts catalog or list price | $ 115.00 | (AF) |
| | | | | $ 150.00 | (AG) |
| | | | | $ 110.00 | (AI) |
| | | | | $ 95.00 | (AL) |
| | | | | $ 95.00 | (AN) |
| | | | | $ 125.00 | (AO) |
| | | | | $ 99.00 | (AQ) |
| | | | | $ 85.00 | (AR) |

***** 46 Items Total *****

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00030



**(AF) Don Chalmers Ford dba MHQ West**
**Statewide Price Agreement # 20-00000-21-00030**
**Discount off parts catalog or list price for all related vehicle equipment, both emergency and non-emergency products**

| Vendor | Percentage Off List Price |
|---|---|
| **4 Wheel Parts**-Automotive Parts | www.4wheelparts.com MSRP - 0% |
| **911 Circuits**-Wire harness and accessories | www.911circuits.com MSRP - 20% |
| **Able 2 Products** - Emergency Lighting | www.able2products.com MSRP - 25% |
| **Admiral Camper**-camper shells/accessories | www.admiralcampers.com MSRP - 0% |
| **Aervoe**-Safety devices | www.aervoe.com MSRP - 0% |
| **Alamo Auto Supply**-Vehicle Accessories | www.alamoauto.com MSRP - 0% |
| All other **Open Market** items | MSRP - 0% |
| **Amazon**-variety of products required for builds | www.amazon.com MSRP-0% |
| **American Aluminum**-K9 /Prisoner Transport | www.ezrideronline.com MSRP - 10% |
| **Angel Armor LLC**-Ballistic Panels | www.angelarmor.com MSRP - 0% |
| **ARB**-Off road accessories | www.arbusa.com MSRP - 0% |
| **Asset Works**-Fuel Management | www.assetworks.com MSRP - 0% |
| **ATC Campers**-camper shells/access. | www.atctruckcovers.com MSRP - 0% |
| **B & B Enterprises**-custom vehicle equip. | www.bbenterprisesinc.com MSRP - 20% |
| **Bendix King**-communication equip. | www.bktechnologies.com MSRP - 0% |
| **Better Built**-tool boxes | www.lifebetterbuilt.com MSRP - 0% |
| **Brookings Ind.**-Emergency Vehicle Equip. | www.brookingindustries.com MSRP - 25% |
| **Brother Printers**-computer printers | www.brother-usa.com MSRP - 10% |
| **Bull Dog Winch**-vehicle winches | www.bulldogwinch.com MSRP - 0% |
| **Cargo Glide**-vehicle storage | www.cargoglide.com MSRP - 10% |
| **Coban**-In Car/Body Cameras | www.safefleet.net MSRP - 0% |
| **Code 3**-Emergency vehicle lighting | www.code3esg.com MSRP - 20% |
| **Cool Cop**-officer cooling access. | www.coolcop.com MSRP - 0% |
| **Cradle Point**-Computer Modems | www.cradlepoint.com MSRP - 0% |
| **Curt**-vehicle accessories | www.curtmfg.com MSRP - 0% |
| **D & R Manufacturing**-Emergency Vehicle Lighting | www.dandrmanufacturing.com MSRP - 15% |
| **Dakota Bodies**-Vehicle Service Bodies | www.dakotabodies.com MSRP - 0% |
| **Decked**-Vehicle Storage | www.decked.com MSRP - 10% |
| **Dell**-computers | www.dell.com MSRP - 0% |
| **Digital Ally**-Cameras in car/body | www.digitalallyinc.com MSRP - 0% |
| **ECCO**-Vehicle Lighting | www.eccoesg.com MSRP - 10% |
| **Extang**-Truck Covers | www.extang.com MSRP - 0% |
| **Extendo Bed**-Storage Systems | www.extendobed.com MSRP - 0% |
| **Fab Fours**-Push Bumpers | www.fabfours.com MSRP - 0% |
| **Federal Signal**-Vehicle Lighting/Accessories | www.fedsig.com MSRP - 36% |
| **Feniex Industries**-Vehicle Lighting | www.feniex.com MSRP - 15% |
| **Ford Motor Company**-Auto Parts | www.parts.ford.com MSRP-0% |
| **FRC**-Scene Ligthing | www.fireresearch.com MSRP - 0% |

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00030



| (AF) Don Chalmers Ford dba MHQ West continued | |
|---|---|
| **Gamber Johnson**-Consoles, Dock and Access. | www.gamberjohnson.com MSRP - 20% |
| **Getac**-Computers | www.geta.com MSRP - 0% |
| **General Motors**-Auto Parts | www.gm.com MSRP-0% |
| **Go Light**-Scene Lighting | www.golight.com MSRP - 10% |
| **Go Rhino**-Push Bumpers/Access | www.gorhino.com MSRP - 20% |
| **Harris**-Two Way Radios | www.l3harris.com MSRP - 0% |
| **Havis-Console**-Dock, K9, Prisoner Tran. | www.havis.com MSRP - 20% |
| **Highway Products**-Vehicle Bodies | www.highwayproducts.com MSRP - 0% |
| **Innovative**-Consoles/Storage | www.idsmp.com MSRP - 10% |
| **Jackson Creek**-Animal Control | www.Jacksoncreekmfg.com MSRP - 0% |
| **Jotto Desk**-Docks Consoles, Weapon Mounts | www.gojotto.com MSRP - 20% |
| **Kent D Bruce LLC**-Havis/Whelen | www.kdbco.com MSRP - 0% |
| **Kenwood**-Two Way Radios | www.comms.kenwood.com MSRP - 0% |
| **Kussmaul**-Vehicle Battery Chargers | www.kussmaul.com MSRP - 10% |
| **Kustom Signals Radar**- Video in car/Body | www.kustomsignals.com MSRP - 10% |
| **L3 Mobile Vision**-Video in Car/Body | www.safefleent.net MSRP - 0% |
| **Laguna Seats**-Prisoner Seats | www.laguna3p.com MSRP - 10% |
| **Leer**-Campers/Accessories | www.leer.com MSRP - 0% |
| **Lenco**-Armored Vehicle Parts | www.lencoarmor.com MSRP - 0% |
| **Line-X**-Bed Lining | www.linex.com MSRP - 0% |
| **LKQ**-Reconditioned auto parts | www.lkqonline.com MSRP - 0% |
| **L-Tron**-Electronic Scanner | www.l-tron.com MSRP - 0% |
| **Mopar**-Auto Parts | www.mopar.com MSRP-0% |
| **MHQ Graphics**-Graphics | www.mhqwest.com MSRP - 40% |
| **MHQ** Shop Supplies | www.mhqwest.com MSRP - 0% |
| **MHQ** Window Tint | www.mhqwest.com MSRP - 10% |
| **Motorola**-Two Way Radios | www.motorola.com MSRP - 0% |
| **MPH Industries**-Vehicle Radars | www.mphindustries.com MSRP - 0% |
| **NAPA**-Auto Parts | www.napaonline.com MSRP - 0% |
| **NextBelt**-Belt Accessories | www.nexbelt.com MSRP - 5% |
| **Night Stick**-Flashlights | www.nightstick.com MSRP - 0% |
| **OPS/Ezstak**-Storage Solutions | www.opspublicsafety.com /www.ezstak.com MSRP - 15% |
| **Panasonic**-Computers | www.panasonic.com MSRP - 0% |
| **Panorama**-Antennas | www.panorama-antennas.com MSRP - 0% |
| **Parsec Technologies**-Antennas | www.parsec-t.com MSRP - 0% |
| **Pelican Products**-Storage Products | www.pelican.com MSRP - 10% |
| **Poly Plannar**-Vehicle Speakers | www.polyplanar.com MSRP - 0% |
| **PTS**-Prisoner Seats | www.prisonertransportsystems.com MSRP - 15% |
| **Pro-Gard**-Prisoner Cages, seats, weapon locks | www.pro-gard.com MSRP - 20% |
| **Propper**-Clothing | www.propper.com MSRP - 0% |
| **ProVision**-In Car Video | www.provisionusa.com MSRP - 0% |

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State of New Mexico
General Services Department
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Statewide Price Agreement #: 20-00000-21-00030



| (AF) Don Chalmers Ford dba MHQ West continued | |
|---|---|
| **Putco**-Vehicle Lighting | www.putco.com MSRP - 10% |
| **Ranch Hand**-Vehicle Bumpers | www.ranchhand.com MSRP - 0% |
| **Raptor Products**-Weapon Locks | www.usaraptor.com MSRP - 10% |
| **Retrax**-Truck Accessories | www.retrax.com MSRP - 0% |
| **Rigid Industries**-Vehicle Lighting | www.ridgidindustries.com MSRP - 10% |
| **RKI**-Tool Box Storage | www.rki-us.com MSRP - 0% |
| **Rockland Products**-Storage Systems. | www.rocklandcustomproducts.com MSRP - 0% |
| **Safety LLC**-First Aid Kits | www.safetynm.com MSRP - 0% |
| **Safety Vision**-in car camera | www.safetyvision.com MSRP - 0% |
| **Samlex**-Power inverters | www.samlexamerica.com MSRP - 0% |
| **Santa Cruz**- Gun Locks | www.santacruzgunlocks.com MSRP - 20% |
| **Setina Mfg**-Prisoner Cage, weapon locks, storage | www.setina.com MSRP - 20% |
| **Smitty Built**-Winches | www.smittybilt.com MSRP - 0% |
| **SoundOff Signal**-Vehicle Lighting | www.soundoffsignal.com MSRP - 36% |
| **Southwest Iron Works**-custom fabrication | www.southwestironworks.com MSRP - 0% |
| **Stalker**- Radar, in car camera | www.stalkerradar.com MSRP - 10% |
| **Streamlight**-Flashlights | www.streamlight.com MSRP - 20% |
| **Strong Suit** -Gloves | www.strongsuitgloves.com MSRP - 0% |
| **Super Springs**-Vehicle Accessories | www.superspringsinternational.com MSRP - 0% |
| **Survival Armor**-Armor | www.survivalarmor.com MSRP - 0% |
| **Synnex**-Computers/Accessories | www.synnex.com MSRP - 0% |
| **Tessco**-communications accessories | www.tessco.com MSRP - 0% |
| **Tiger Tough**-Seat covers | www.tigertough.com MSRP - 0% |
| **Tomar**-Vehicle Lighting | www.tomar.com MSRP - 20% |
| **Topper Town**-camper shells | www.toppertownabq.com MSRP - 0% |
| **Troy Products**-Consoles, partitions, computer mounts | www.troyproducts.com MSRP - 20% |
| **Truck Vault**-Storage Solutions | www.truckvault.com MSRP - 10% |
| **Tuffy Products**-Storage Solutions | www.tuffyporducts.com MSRP - 0% |
| **Unity Spotlights**-Scene Lighting | www.unitusa.com MSRP - 10% |
| **UWS**-truck storage boxes | www.uwsta.com MSRP - 0% |
| **Wanco**-message boards | www.wanco.com MSRP - 0% |
| **Warn**-Winches | www.warn.com MSRP - 0% |
| **Watchguard**-video in car/body | www.watchguardvideo.com MSRP - 0% |
| **Waytek Wire**-Wiring Accessories | www.waytekwire.com MSRP - 0% |
| **Weather Guard**-tool boxes | www.weathguard.com MSRP - 0% |
| **Western**-Snow Plows | www.westernplows.com MSRP - 0% |
| **Westin**-push bumper, partitions, accessories | www.westinautomotive.com MSRP - 20% |
| **Whelen**-Vehicle Lighting | www.whelen.com MSRP - 36% |

**MHQ of New Mexico**
**5601 Balloon Fiesta Pkwy**
**Suite C**
**Albuquerque, NM 87113**

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

# Quote

| Date | Estimate # |
|---|---|
| 11/4/2024 | 19527 |
| This quote expires in 90 days | |

| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Rep | Phone | Fax | Email | Visit our Website | Project |
|---|---|---|---|---|---|
| | (505) 821-0667 | (505) 821-3530 | clarsen@mhqnm.com | www.mhqwest.com | Slide-In Animal Con... |

| Item | Mfg. | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| STATE CONTRAC... | | State Contract# 20-00000-21-00030<br>Labor pages 48, 61 and 65. Parts pages 67-69. Graphics pages 45-47. | | 0.00 | 0.00T |
| AC-4-COMP-SLIDE... | American A... | Animal Control 4 Comp. Slide in for pick up truck White.<br>MSRP $22,540.00 State Contract 10% = $20,286.00<br>Proposal # 41852 | 2 | 15,562.50 | 31,125.00 |
| Shipping | | Shipping | 2 | 937.50 | 1,875.00 |

| | |
|---|---|
| **Subtotal** | $33,000.00 |
| **Sales Tax (7.625%)** | $0.00 |
| **Total** | $33,000.00 |

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# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**17 Vendors**

Number: **20-00000-21-00030**

Amendment No.: **Four**

Term: **April 25, 2022 – April 24, 2025**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested at Time of Order**

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2024 to April 24, 2025 at the same price, terms and conditions for the following vendors:**

**(AA) BJW Ventures, LLC dba Accessories Unlimited**
**(AB) Advanced Communications and Electronics**
**(AC) Kevin Kocharoff dba Blue Sky Upfitting, LLC**
**(AD) Code 3 Service, LLC**
**(AE) Dana Safety Supply, Inc.**
**(AF) Chalmers Ford, Inc. dba MHQ**
**(AG) Enchanted Technology Solutions, LLC**
**(AH) Federal Signal Corporation**
**(AI) Frontline Upfitting, LLC**
**(AK) Motorola Solutions, Inc.**
**(AM) Organ Mountain Graphix, LLC**
**(AO) State of Emergency Upfitting, LLC**
**(AP) Gonzales, Joshua dba The Wrap Lab**
**(AQ) WAC Upfitters, LLC**
**(AR) West Mesa Auto Craft, Inc.**
**(AS) Mobile Communications America, Inc.**

**Vendor (AL) New Mexico Emergency Products at the same terms and conditions with a price increase as shown on Page 2.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Dorothy Mendonca

Date: 4/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

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**(AF) Don Chalmers Ford dba MHQ West**
**Statewide Price Agreement # 20-00000-21-00030**
**Discount off parts catalog or list price for all related vehicle equipment, both emergency and non-emergency products**

| Vendor | Percentage Off List Price |
|---|---|
| **4 Wheel Parts**-Automotive Parts | www.4wheelparts.com MSRP - 0% |
| **911 Circuits**-Wire harness and accessories | www.911circuits.com MSRP - 20% |
| **Able 2 Products** - Emergency Lighting | www.able2products.com MSRP - 25% |
| **Admiral Camper**-camper shells/accessories | www.admiralcampers.com MSRP - 0% |
| **Aervoe**-Safety devices | www.aervoe.com MSRP - 0% |
| **Alamo Auto Supply**-Vehicle Accessories | www.alamoauto.com MSRP - 0% |
| All other **Open Market** items | MSRP - 0% |
| **Amazon**-variety of products required for builds | www.amazon.com MSRP-0% |
| **American Aluminum**-K9 /Prisoner Transport | www.ezrideronline.com MSRP - 10% |
| **Angel Armor LLC**-Ballistic Panels | www.angelarmor.com MSRP - 0% |
| **ARB**-Off road accessories | www.arbusa.com MSRP - 0% |
| **Asset Works**-Fuel Management | www.assetworks.com MSRP - 0% |
| **ATC Campers**-camper shells/access. | www.atctruckcovers.com MSRP - 0% |
| **B & B Enterprises**-custom vehicle equip. | www.bbenterprisesinc.com MSRP - 20% |
| **Bendix King**-communication equip. | www.bktechnologies.com MSRP - 0% |
| **Better Built**-tool boxes | www.lifebetterbuilt.com MSRP - 0% |
| **Brookings Ind.**-Emergency Vehicle Equip. | www.brookingindustries.com MSRP - 25% |
| **Brother Printers**-computer printers | www.brother-usa.com MSRP - 10% |
| **Bull Dog Winch**-vehicle winches | www.bulldogwinch.com MSRP - 0% |
| **Cargo Glide**-vehicle storage | www.cargoglide.com MSRP - 10% |
| **Coban**-In Car/Body Cameras | www.safefleet.net MSRP - 0% |
| **Code 3**-Emergency vehicle lighting | www.code3esg.com MSRP - 20% |
| **Cool Cop**-officer cooling access. | www.coolcop.com MSRP - 0% |
| **Cradle Point**-Computer Modems | www.cradlepoint.com MSRP - 0% |
| **Curt**-vehicle accessories | www.curtmfg.com MSRP - 0% |
| **D & R Manufacturing**-Emergency Vehicle Lighting | www.dandrmanufacturing.com MSRP - 15% |
| **Dakota Bodies**-Vehicle Service Bodies | www.dakotabodies.com MSRP - 0% |
| **Decked**-Vehicle Storage | www.decked.com MSRP - 10% |
| **Dell**-computers | www.dell.com MSRP - 0% |
| **Digital Ally**-Cameras in car/body | www.digitalallyinc.com MSRP - 0% |
| **ECCO**-Vehicle Lighting | www.eccoesg.com MSRP - 10% |
| **Extang**-Truck Covers | www.extang.com MSRP - 0% |
| **Extendo Bed**-Storage Systems | www.extendobed.com MSRP - 0% |
| **Fab Fours**-Push Bumpers | www.fabfours.com MSRP - 0% |
| **Federal Signal**-Vehicle Lighting/Accessories | www.fedsig.com MSRP - 36% |
| **Feniex Industries**-Vehicle Lighting | www.feniex.com MSRP - 15% |
| **Ford Motor Company**-Auto Parts | www.parts.ford.com MSRP-0% |
| **FRC**-Scene Ligthing | www.fireresearch.com MSRP - 0% |

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**Suite C**
**Albuquerque, NM 87113**

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

# Quote

| Date | Estimate # |
|---|---|
| 10/3/2024 | 18811 |
| This quote expires in 90 days | |

| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | Maverick Builds |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| | | Contact Name: Eric Sanchez<br>Contact Number: 505-210-2551<br>Contact E-mail: iesanchez@ci.santa-fe.nm.us<br>Vehicle/Year: 2024 Ford Mavericks x16<br>Type: PSA<br>State Contract# 20-00000-21-00030 | | | |
| STATE CONTRACT NM | | State Contract# 20-00000-21-00030<br>Labor pages 48, 61 and 65. Parts pages 67-69.<br>Graphics pages 45-47. | | 0.00 | 0.00 |
| ENFLBS1248 | Sound Off Si... | nForce 48" LED lightbar<br>Blue/Amber/White Front - To Flood<br>Blue/Amber Rear<br>MSRP $5,030.00 State Contract 36% Off = $3,219.20 | 16 | 3,219.20 | 51,507.20 |
| EMPS2STS4M | Soundoff Sig... | QSF036931<br>mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber<br>MSRP $206.00 State Contract 36% off = $131.84<br>(2 Grille, 2 Rear Tailgate, 2 Front Fender, 2 Rear Fender) | 128 | 131.84 | 16,875.52 |

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (7.625%)** | |
| **Total** | |

**MHQ of New Mexico**
**5601 Balloon Fiesta Pkwy**
**Suite C**
**Albuquerque, NM 87113**

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

# Quote

| Date | Estimate # |
|---|---|
| 10/3/2024 | 18811 |
| This quote expires in 90 days | |

| Name / Address | Ship To |
|---|---|
| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | Maverick Builds |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| ETSA200R | Soundoff Sig... | 200 Series Compact Siren, ECE R10.05 Certified, w/ Remote Amplifier & Remote Switch Panel, 10-30v - 100 watt single-ton<br>MSRP $437.00<br>State Contract 36% off = $279.68 | 16 | 279.68 | 4,474.88 |
| ETSS100J | Soundoff Sig... | 100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt<br>MSRP $389.00<br>State Contract 36% = $248.96 | 16 | 248.96 | 3,983.36 |
| ETCPMP801 | Soundoff Sig... | 800 Series Multi-purpose Control Panel and Switch Module w/ 8 Button Programming and Directional Arrow Function; includes Power Module & 35 selectable icon stickers<br>MSRP $300.00<br>State Contract 36% = $192.00 | 16 | 192.00 | 3,072.00 |
| PKG-PSM-3013 | Havis | Premium Passenger Side Mount Package for 2020-2021 Ford Escape<br>MSRP $883.00 State Contract 20% = $706.40 | 16 | 706.40 | 11,302.40 |
| CH15.1.20 | 911 Circuits | Ch15 with Single Stage Timer, and 20' Outputs MSRP $1,000.00 State Contract 20% = $800.00 | 16 | 800.00 | 12,800.00 |
| ETFBSANFL | Sound Off Si... | Flashback Tail Flasher<br>MSRP $121.00 State Contract 36% off = $77.44 | 16 | 77.44 | 1,239.04 |
| Labor NM | MHQ of New... | Installation Labor (42 hrs per vehicle)<br>***Install Customer Supplied Dock, Printer, Radio, Router***<br>***Graphics*** | 672 | 115.00 | 77,280.00T |

| | |
|---|---|
| | **Subtotal** |
| | **Sales Tax (7.625%)** |
| | **Total** |

**MHQ of New Mexico**
**5601 Balloon Fiesta Pkwy**
**Suite C**
**Albuquerque, NM 87113**

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

# Quote

| Date | Estimate # |
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| 10/3/2024 | 18811 |
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| Name / Address | Ship To |
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| City of Santa Fe Police Department<br>Eric Sanchez<br>2515 Camino Entrada<br>Santa Fe, NM 87505<br>505-210-2551 iesanchez@santafenm.gov | |

| Phone | Cell | Email | Visit our Website | Project |
|---|---|---|---|---|
| (505) 821-0667 | (505) 249-3180 | gtrujillo@mhqwest.com | www.mhqwest.com | Maverick Builds |

| Item | MFG | Description | Qty | Price | Total |
|---|---|---|---|---|---|
| GRAPHICS LEVEL 4 | MHQ Graphics | Graphics price made from materials | | 500.00 | 500.00 |
| Labor GR | MHQ Graphics | Graphics Production | 8 | 92.00 | 736.00T |
| Labor GR | MHQ Graphics | Graphics Installation (5 hrs per vehicle)<br>***Four Units with Camper Shells and w/o tow package*** | 80 | 92.00 | 7,360.00T |
| ARE Fiberglass | ARE | AREV-Series Solid Sides, Front Picture Window, Unifished Interior, 12V LED Dome Light, 1/2 Painted Aluminum Door w/Foldable T Handle<br>Est # 85152<br>***Twelve Units with Tri-Folds*** | 4 | 3,687.50 | 14,750.00 |
| 448324 | | 22-C FORD MAVERICK 4.5FT BAKFLIP MX4 TONNEAU COVER | 12 | 860.00 | 10,320.00 |

| | |
|---|---|
| **Subtotal** | $216,200.40 |
| **Sales Tax (7.625%)** | $6,509.92 |
| **Total** | $222,710.32 |

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# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**17 Vendors**

Number: **20-00000-21-00030**

Amendment No.: **Four**

Term: **April 25, 2022 – April 24, 2025**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested at Time of Order**

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Police Vehicle Equipment, Parts and Labor**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 25, 2024 to April 24, 2025 at the same price, terms and conditions for the following vendors:**

**(AA) BJW Ventures, LLC dba Accessories Unlimited**
**(AB) Advanced Communications and Electronics**
**(AC) Kevin Kocharoff dba Blue Sky Upfitting, LLC**
**(AD) Code 3 Service, LLC**
**(AE) Dana Safety Supply, Inc.**
**(AF) Chalmers Ford, Inc. dba MHQ**
**(AG) Enchanted Technology Solutions, LLC**
**(AH) Federal Signal Corporation**
**(AI) Frontline Upfitting, LLC**
**(AK) Motorola Solutions, Inc.**
**(AM) Organ Mountain Graphix, LLC**
**(AO) State of Emergency Upfitting, LLC**
**(AP) Gonzales, Joshua dba The Wrap Lab**
**(AQ) WAC Upfitters, LLC**
**(AR) West Mesa Auto Craft, Inc.**
**(AS) Mobile Communications America, Inc.**

**Vendor (AL) New Mexico Emergency Products at the same terms and conditions with a price increase as shown on Page 2.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Dorothy Mendonca

Date: 4/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 0435B55D-D8C7-47D1-AFCD-0345CB9EF2ED

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00030



**(AF) Don Chalmers Ford dba MHQ West**
**Statewide Price Agreement # 20-00000-21-00030**
**Discount off parts catalog or list price for all related vehicle equipment, both emergency and non-emergency products**

| Vendor | Percentage Off List Price |
|---|---|
| **4 Wheel Parts**-Automotive Parts | www.4wheelparts.com MSRP - 0% |
| **911 Circuits**-Wire harness and accessories | www.911circuits.com MSRP - 20% |
| **Able 2 Products** - Emergency Lighting | www.able2products.com MSRP - 25% |
| **Admiral Camper**-camper shells/accessories | www.admiralcampers.com MSRP - 0% |
| **Aervoe**-Safety devices | www.aervoe.com MSRP - 0% |
| **Alamo Auto Supply**-Vehicle Accessories | www.alamoauto.com MSRP - 0% |
| All other **Open Market** items | MSRP - 0% |
| **Amazon**-variety of products required for builds | www.amazon.com MSRP-0% |
| **American Aluminum**-K9 /Prisoner Transport | www.ezrideronline.com MSRP - 10% |
| **Angel Armor LLC**-Ballistic Panels | www.angelarmor.com MSRP - 0% |
| **ARB**-Off road accessories | www.arbusa.com MSRP - 0% |
| **Asset Works**-Fuel Management | www.assetworks.com MSRP - 0% |
| **ATC Campers**-camper shells/access. | www.atctruckcovers.com MSRP - 0% |
| **B & B Enterprises**-custom vehicle equip. | www.bbenterprisesinc.com MSRP - 20% |
| **Bendix King**-communication equip. | www.bktechnologies.com MSRP - 0% |
| **Better Built**-tool boxes | www.lifebetterbuilt.com MSRP - 0% |
| **Brookings Ind.**-Emergency Vehicle Equip. | www.brookingindustries.com MSRP - 25% |
| **Brother Printers**-computer printers | www.brother-usa.com MSRP - 10% |
| **Bull Dog Winch**-vehicle winches | www.bulldogwinch.com MSRP - 0% |
| **Cargo Glide**-vehicle storage | www.cargoglide.com MSRP - 10% |
| **Coban**-In Car/Body Cameras | www.safefleet.net MSRP - 0% |
| **Code 3**-Emergency vehicle lighting | www.code3esg.com MSRP - 20% |
| **Cool Cop**-officer cooling access. | www.coolcop.com MSRP - 0% |
| **Cradle Point**-Computer Modems | www.cradlepoint.com MSRP - 0% |
| **Curt**-vehicle accessories | www.curtmfg.com MSRP - 0% |
| **D & R Manufacturing**-Emergency Vehicle Lighting | www.dandrmanufacturing.com MSRP - 15% |
| **Dakota Bodies**-Vehicle Service Bodies | www.dakotabodies.com MSRP - 0% |
| **Decked**-Vehicle Storage | www.decked.com MSRP - 10% |
| **Dell**-computers | www.dell.com MSRP - 0% |
| **Digital Ally**-Cameras in car/body | www.digitalallyinc.com MSRP - 0% |
| **ECCO**-Vehicle Lighting | www.eccoesg.com MSRP - 10% |
| **Extang**-Truck Covers | www.extang.com MSRP - 0% |
| **Extendo Bed**-Storage Systems | www.extendobed.com MSRP - 0% |
| **Fab Fours**-Push Bumpers | www.fabfours.com MSRP - 0% |
| **Federal Signal**-Vehicle Lighting/Accessories | www.fedsig.com MSRP - 36% |
| **Feniex Industries**-Vehicle Lighting | www.feniex.com MSRP - 15% |
| **Ford Motor Company**-Auto Parts | www.parts.ford.com MSRP-0% |
| **FRC**-Scene Ligthing | www.fireresearch.com MSRP - 0% |

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00030



| (AF) Don Chalmers Ford dba MHQ West continued | |
|---|---|
| **Gamber Johnson**-Consoles, Dock and Access. | www.gamberjohnson.com MSRP - 20% |
| **Getac**-Computers | www.geta.com MSRP - 0% |
| **General Motors**-Auto Parts | www.gm.com MSRP-0% |
| **Go Light**-Scene Lighting | www.golight.com MSRP - 10% |
| **Go Rhino**-Push Bumpers/Access | www.gorhino.com MSRP - 20% |
| **Harris**-Two Way Radios | www.l3harris.com MSRP - 0% |
| **Havis-Console**-Dock, K9, Prisoner Tran. | www.havis.com MSRP - 20% |
| **Highway Products**-Vehicle Bodies | www.highwayproducts.com MSRP - 0% |
| **Innovative**-Consoles/Storage | www.idsmp.com MSRP - 10% |
| **Jackson Creek**-Animal Control | www.Jacksoncreekmfg.com MSRP - 0% |
| **Jotto Desk**-Docks Consoles, Weapon Mounts | www.gojotto.com MSRP - 20% |
| **Kent D Bruce LLC**-Havis/Whelen | www.kdbco.com MSRP - 0% |
| **Kenwood**-Two Way Radios | www.comms.kenwood.com MSRP - 0% |
| **Kussmaul**-Vehicle Battery Chargers | www.kussmaul.com MSRP - 10% |
| **Kustom Signals Radar**- Video in car/Body | www.kustomsignals.com MSRP - 10% |
| **L3 Mobile Vision**-Video in Car/Body | www.safefleent.net MSRP - 0% |
| **Laguna Seats**-Prisoner Seats | www.laguna3p.com MSRP - 10% |
| **Leer**-Campers/Accessories | www.leer.com MSRP - 0% |
| **Lenco**-Armored Vehicle Parts | www.lencoarmor.com MSRP - 0% |
| **Line-X**-Bed Lining | www.linex.com MSRP - 0% |
| **LKQ**-Reconditioned auto parts | www.lkqonline.com MSRP - 0% |
| **L-Tron**-Electronic Scanner | www.l-tron.com MSRP - 0% |
| **Mopar**-Auto Parts | www.mopar.com MSRP-0% |
| **MHQ Graphics**-Graphics | www.mhqwest.com MSRP - 40% |
| **MHQ** Shop Supplies | www.mhqwest.com MSRP - 0% |
| **MHQ** Window Tint | www.mhqwest.com MSRP - 10% |
| **Motorola**-Two Way Radios | www.motorola.com MSRP - 0% |
| **MPH Industries**-Vehicle Radars | www.mphindustries.com MSRP - 0% |
| **NAPA**-Auto Parts | www.napaonline.com MSRP - 0% |
| **NextBelt**-Belt Accessories | www.nexbelt.com MSRP - 5% |
| **Night Stick**-Flashlights | www.nightstick.com MSRP - 0% |
| **OPS/Ezstak**-Storage Solutions | www.opspublicsafety.com /www.ezstak.com MSRP - 15% |
| **Panasonic**-Computers | www.panasonic.com MSRP - 0% |
| **Panorama**-Antennas | www.panorama-antennas.com MSRP - 0% |
| **Parsec Technologies**-Antennas | www.parsec-t.com MSRP - 0% |
| **Pelican Products**-Storage Products | www.pelican.com MSRP - 10% |
| **Poly Plannar**-Vehicle Speakers | www.polyplanar.com MSRP - 0% |
| **PTS**-Prisoner Seats | www.prisonertransportsystems.com MSRP - 15% |
| **Pro-Gard**-Prisoner Cages, seats, weapon locks | www.pro-gard.com MSRP - 20% |
| **Propper**-Clothing | www.propper.com MSRP - 0% |
| **ProVision**-In Car Video | www.provisionusa.com MSRP - 0% |

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00030



| **(AF) Don Chalmers Ford dba MHQ West continued** | |
|---|---|
| **Putco**-Vehicle Lighting | www.putco.com MSRP - 10% |
| **Ranch Hand**-Vehicle Bumpers | www.ranchhand.com MSRP - 0% |
| **Raptor Products**-Weapon Locks | www.usaraptor.com MSRP - 10% |
| **Retrax**-Truck Accessories | www.retrax.com MSRP - 0% |
| **Rigid Industries**-Vehicle Lighting | www.ridgidindustries.com MSRP - 10% |
| **RKI**-Tool Box Storage | www.rki-us.com MSRP - 0% |
| **Rockland Products**-Storage Systems. | www.rocklandcustomproducts.com MSRP - 0% |
| **Safety LLC**-First Aid Kits | www.safetynm.com MSRP - 0% |
| **Safety Vision**-in car camera | www.safetyvision.com MSRP - 0% |
| **Samlex**-Power inverters | www.samlexamerica.com MSRP - 0% |
| **Santa Cruz**- Gun Locks | www.santacruzgunlocks.com MSRP - 20% |
| **Setina Mfg**-Prisoner Cage, weapon locks, storage | www.setina.com MSRP - 20% |
| **Smitty Built**-Winches | www.smittybilt.com MSRP - 0% |
| **SoundOff Signal**-Vehicle Lighting | www.soundoffsignal.com MSRP - 36% |
| **Southwest Iron Works**-custom fabrication | www.southwestironworks.com MSRP - 0% |
| **Stalker**- Radar, in car camera | www.stalkerradar.com MSRP - 10% |
| **Streamlight**-Flashlights | www.streamlight.com MSRP - 20% |
| **Strong Suit** -Gloves | www.strongsuitgloves.com MSRP - 0% |
| **Super Springs**-Vehicle Accessories | www.superspringsinternational.com MSRP - 0% |
| **Survival Armor**-Armor | www.survivalarmor.com MSRP - 0% |
| **Synnex**-Computers/Accessories | www.synnex.com MSRP - 0% |
| **Tessco**-communications accessories | www.tessco.com MSRP - 0% |
| **Tiger Tough**-Seat covers | www.tigertough.com MSRP - 0% |
| **Tomar**-Vehicle Lighting | www.tomar.com MSRP - 20% |
| **Topper Town**-camper shells | www.toppertownabq.com MSRP - 0% |
| **Troy Products**-Consoles, partitions, computer mounts | www.troyproducts.com MSRP - 20% |
| **Truck Vault**-Storage Solutions | www.truckvault.com MSRP - 10% |
| **Tuffy Products**-Storage Solutions | www.tuffyporducts.com MSRP - 0% |
| **Unity Spotlights**-Scene Lighting | www.unitusa.com MSRP - 10% |
| **UWS**-truck storage boxes | www.uwsta.com MSRP - 0% |
| **Wanco**-message boards | www.wanco.com MSRP - 0% |
| **Warn**-Winches | www.warn.com MSRP - 0% |
| **Watchguard**-video in car/body | www.watchguardvideo.com MSRP - 0% |
| **Waytek Wire**-Wiring Accessories | www.waytekwire.com MSRP - 0% |
| **Weather Guard**-tool boxes | www.weathguard.com MSRP - 0% |
| **Western**-Snow Plows | www.westernplows.com MSRP - 0% |
| **Westin**-push bumper, partitions, accessories | www.westinautomotive.com MSRP - 20% |
| **Whelen**-Vehicle Lighting | www.whelen.com MSRP - 36% |

# PROPOSAL

Santa Fe Police Department
Attention: Accounts Payable
2515 Camino Entrada
SANTA FE NM 87507
USA

**Date**
3 Dec 2024

**Expiry**
3 Feb 2025

**Quote Number**
20245547

**Reference**
16x VM-8000 w/HHC

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

| Item | Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|---|
| VM-8000 | Kenwood Viking 8000 Mobile Radio<br>Dual Band VHF & 7/800<br>Comes with Hand Held Controller, external Speaker, and 3 Year Warranty<br>Enabled Options<br>P25, P25 Trunking, TDMA, LLA, OTAP, OTIP, Wifi, Bluetooth, and AES Multi-Key Encryption | 16.00 | 8,400.50 | 25.00% | Tax Exempt | 100,806.00 |
| ANTKIT | Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna<br>Tri-Band Antenna w/Spring | 16.00 | 275.00 | 25.00% | Tax Exempt | 3,300.00 |
| PROGRAM | 2-way Radio Programming | 16.00 | 65.00 | | 7.625% | 1,040.00 |
| | | | | | Subtotal *(includes a discount of 34,702.00)* | 105,146.00 |
| | | | | | TOTAL TAX | 79.30 |
| | | | | | **TOTAL USD** | **105,225.30** |

**Terms**

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

All Proposals are good for 90 Days unless otherwise dated. We reserve the right to withdraw any proposal at anytime. Shipping & Freight charges maybe added to final invoice if not listed on the Proposal.

Docusign Envelope ID: 0C9BCA64-390F-49EE-9041-F2828BE64C2E



# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**8 Vendors**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested**

Number: **10-00000-20-00048**

Amendment No.: **Seven**

Term: **November 18, 2020 – November 17, 2026**

Procurement Specialist: **Yuliastuti Wulandari** YW

Telephone No.: **(505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

Title: **Communication, Radio Equipment, Parts, Accessories and Related Services**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 18, 2024 to November 17, 2026 at the same price, terms and conditions for (AA) Advanced Communications and Electronics, (AB) Code 3 Service, LLC, (AD) Enchanted Technology Solutions, (AF) Icom America Inc, (AG) L3Harris Technologies Inc., (AH) Motorola Solutions Inc., (AK) Specialty Communications, and (AL) Mobile Communications America.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/22/2024



MS

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



**Awarded Vendors:**

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090,
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



**Code 3 Services, LLC**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | KENWOOD | LMR Radio | N/A | CURRENT CATALOG | KENWOOD LMR RADIOS AND ACCESSORIES | 25% |
| 2. | BK TECHNOLOGIES | LMR Radio | N/A | Current Catalog | BK Radios & Accessories | 30% |
| 3. | Harris | LMR Radio | N/A | Current Catalog | Harris Radios and Accessories | 25% |
| 4. | Harris Software | LMR Software | N/A | Current Catalog | Harris Software | 10% |
| 5. | Unication USA | LMR Radio | N/A | Current Catalog | Unication Fire Pagers and Accessories | 10% |
| 6. | Pyramid | LMR Radio | N/A | Current Catalog | Pyramid Vehicle Repeaters | 25% |
| 7. | Tait | LMR Radio | N/A | Current Catalog | Tait Radios and Accessories | 20% |
| 8. | Motorola | LMR Radio | N/A | Current Catalog | Motorola Radios and Accessories | 10% |
| 9. | Zetron | LMR Radio | N/A | Current Catalog | Zetron Radio Consoles, Paging, and Accessories | 15% |
| 10. | MindShare | LMR Radio | N/A | Current Catalog | MindShare Dispatch Console and Accessories | 10% |
| 11. | Codan | LMR Radio | N/A | Current Catalog | LMR Repeaters | 15% |
| 12. | DTRS Airtime | LMR Radio | DTRS | Current Catalog | Monthly Radio System Airtime | 0% |
| 13. | OTTO | Accessories | N/A | Current Catalog | Radio Accessories | 20% |
| 14. | Icom America | LMR Radio | N/A | Current Catalog | Icom LMR Radio & Accessories | 25% |
| 15. | Impact | Accessories | N/A | Current Catalog | Radio Accessories | 15% |
| 16. | JPS Interop | LMR Radio | N/A | Current Catalog | Interop Gateways and Voters | 5% |
| 17. | Other | LMR Radio | N/A | Current Catalog | Other LMR Radio Not Listed | 5% |
| 18. | Sinclair | LMR Radio | N/A | Current Catalog | Radio Antenna and Filtering | 15% |
| 19. | CommScope | Accessories | N/A | Current Catalog | Coax, Connectors, & Accessories | 15% |
| 20. | Laird | Accessories | N/A | Current Catalog | Antennas and Accessories | 20% |
| 21. | Pulse / Larsen | Accessories | N/A | Current Catalog | Antennas and Accessories | 20% |
| 22. | RF Industries | Accessories | N/A | Current Catalog | Connectors, Coax, & Accessories | 20% |
| 23. | Tram Browning | Accessories | N/A | Current Catalog | Antennas, Coax, & Accessories | 20% |
| 24. | Sti-Co | Antenna | N/A | Current Catalog | Antennas, Coax & Accessories | 10% |
| 25. | Telex | LMR Radio | N/A | Current Catalog | Dispatch Console, Tone Remote | 10% |
| 26. | Power Products | Accessories | N/A | Current Catalog | Batteries, Chargers, & Accessories | 15% |
| 27. | David Clark | Accessories | N/A | Current Catalog | Radio Headsets and Accessories | 10% |
| 28. | Hytera | LMR Radio | N/A | Current Catalog | Radios & Accessories | 25% |
| 29. | Mimosa | LMR Network | N/A | Current Catalog | LMR Radio Network & Accessories | 10% |
| 30. | Repair Depot | LMR Radio | N/A | Current Catalog | Depot Factory Repair Service LMR | 0% |

# PROPOSAL

Santa Fe Police Department
Attention: Accounts Payable
2515 Camino Entrada
SANTA FE NM 87507
USA

**Date**
3 Dec 2024

**Expiry**
3 Mar 2025

**Quote Number**
20245546

**Reference**
VM-8000 Mobiles x10

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

| Item | Description | Quantity | Unit Price | Discount | Tax | Amount USD |
|---|---|---|---|---|---|---|
| VM-8000 | Kenwood Viking 8000 Mobile Radio<br>Dual Band VHF & 7/800 MHz<br>Comes with Full Feature KCH-20 Remote Control Head, External Speaker, and 3 Year Warranty<br>Enabled Options<br>P25, P25 Trunking, TDMA, LLA, OTAP, OTIP, and AES Multi-Key Encryption | 10.00 | 7,890.10 | 25.00% | Tax Exempt | 59,175.75 |
| ANTKIT | Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna<br>Tri-Band Antenna w/Spring | 10.00 | 275.00 | 25.00% | Tax Exempt | 2,062.50 |
| PROGRAM | 2-way Radio Programming<br>Santa Fe Police | 10.00 | 65.00 | | 7.625% | 650.00 |
| | | | | Subtotal *(includes a discount of 20,412.75)* | | 61,888.25 |
| | | | | | TOTAL TAX | 49.56 |
| | | | | | **TOTAL USD** | **61,937.81** |

**Terms**

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

All Proposals are good for 90 Days unless otherwise dated. We reserve the right to withdraw any proposal at anytime. Shipping & Freight charges maybe added to final invoice if not listed on the Proposal.

Docusign Envelope ID: 0C9BCA64-390F-49EE-9041-F2828BE64C2E



# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**8 Vendors**

**Ship To:**
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

**Invoice:**
**As Requested**

Number: **10-00000-20-00048**

Amendment No.: **Seven**

Term: **November 18, 2020 – November 17, 2026**

Procurement Specialist: **Yuliastuti Wulandari** YW

Telephone No.: **(505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

Title: **Communication, Radio Equipment, Parts, Accessories and Related Services**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 18, 2024 to November 17, 2026 at the same price, terms and conditions for (AA) Advanced Communications and Electronics, (AB) Code 3 Service, LLC, (AD) Enchanted Technology Solutions, (AF) Icom America Inc, (AG) L3Harris Technologies Inc., (AH) Motorola Solutions Inc., (AK) Specialty Communications, and (AL) Mobile Communications America.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/22/2024



MS

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**Awarded Vendors:**

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090,
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

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**Code 3 Services, LLC**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | KENWOOD | LMR Radio | N/A | CURRENT CATALOG | KENWOOD LMR RADIOS AND ACCESSORIES | 25% |
| 2. | BK TECHNOLOGIES | LMR Radio | N/A | Current Catalog | BK Radios & Accessories | 30% |
| 3. | Harris | LMR Radio | N/A | Current Catalog | Harris Radios and Accessories | 25% |
| 4. | Harris Software | LMR Software | N/A | Current Catalog | Harris Software | 10% |
| 5. | Unication USA | LMR Radio | N/A | Current Catalog | Unication Fire Pagers and Accessories | 10% |
| 6. | Pyramid | LMR Radio | N/A | Current Catalog | Pyramid Vehicle Repeaters | 25% |
| 7. | Tait | LMR Radio | N/A | Current Catalog | Tait Radios and Accessories | 20% |
| 8. | Motorola | LMR Radio | N/A | Current Catalog | Motorola Radios and Accessories | 10% |
| 9. | Zetron | LMR Radio | N/A | Current Catalog | Zetron Radio Consoles, Paging, and Accessories | 15% |
| 10. | MindShare | LMR Radio | N/A | Current Catalog | MindShare Dispatch Console and Accessories | 10% |
| 11. | Codan | LMR Radio | N/A | Current Catalog | LMR Repeaters | 15% |
| 12. | DTRS Airtime | LMR Radio | DTRS | Current Catalog | Monthly Radio System Airtime | 0% |
| 13. | OTTO | Accessories | N/A | Current Catalog | Radio Accessories | 20% |
| 14. | Icom America | LMR Radio | N/A | Current Catalog | Icom LMR Radio & Accessories | 25% |
| 15. | Impact | Accessories | N/A | Current Catalog | Radio Accessories | 15% |
| 16. | JPS Interop | LMR Radio | N/A | Current Catalog | Interop Gateways and Voters | 5% |
| 17. | Other | LMR Radio | N/A | Current Catalog | Other LMR Radio Not Listed | 5% |
| 18. | Sinclair | LMR Radio | N/A | Current Catalog | Radio Antenna and Filtering | 15% |
| 19. | CommScope | Accessories | N/A | Current Catalog | Coax, Connectors, & Accessories | 15% |
| 20. | Laird | Accessories | N/A | Current Catalog | Antennas and Accessories | 20% |
| 21. | Pulse / Larsen | Accessories | N/A | Current Catalog | Antennas and Accessories | 20% |
| 22. | RF Industries | Accessories | N/A | Current Catalog | Connectors, Coax, & Accessories | 20% |
| 23. | Tram Browning | Accessories | N/A | Current Catalog | Antennas, Coax, & Accessories | 20% |
| 24. | Sti-Co | Antenna | N/A | Current Catalog | Antennas, Coax & Accessories | 10% |
| 25. | Telex | LMR Radio | N/A | Current Catalog | Dispatch Console, Tone Remote | 10% |
| 26. | Power Products | Accessories | N/A | Current Catalog | Batteries, Chargers, & Accessories | 15% |
| 27. | David Clark | Accessories | N/A | Current Catalog | Radio Headsets and Accessories | 10% |
| 28. | Hytera | LMR Radio | N/A | Current Catalog | Radios & Accessories | 25% |
| 29. | Mimosa | LMR Network | N/A | Current Catalog | LMR Radio Network & Accessories | 10% |
| 30. | Repair Depot | LMR Radio | N/A | Current Catalog | Depot Factory Repair Service LMR | 0% |

# City of Santa Fe, New Mexico

# Memorandum

Date: December 4, 2024

To: Finance Committee, Governing Body

From: Michael Dozier, Wastewater Division Director
P. Fred Heerbrandt, P.E., Engineer Supervisor

Via: John Dupuis, Public Works Director

Re: Request for Approval of a BAR over $60k

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## Item and Issue

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $197,470 from Public Utilities Cash Balance to Repair and Maintenance to Fund a Construction Contract with AAC Construction to Excavate and Remove a Failing Manhole on Paseo de Peralta and Replace it with a New, Precast Concrete Manhole.

## Background and Summary

The Public Utilities Department respectfully requests your review and approval of an Emergency Determination BAR approval to replace a failing manhole within Paseo de Peralta in the total amount of $197,469.86. The contract for this BAR was approved by the Interim City Manager Randy Randall on November 22, 2024. However, the BAR to fund the agreement is over $60k and requires approval by the Governing Body.

## Recommended Action

Please approve the BAR to Fund the AAC Contract for Manhole Excavation and Replacement Within Paseo de Peralta

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Journal # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Utilities/Wastewater | 8/28/2024 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Repair and Maintance System Equip | 5000362 | 520150 | | $ 197,470 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | $ 197,470 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

To have available on contract #3250274 for AAC $197,470 from cash.

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 500 | (197,470) |
| | |
| | |
| | |
| TOTAL: | (197,470) |

Linda Macallister
Linda Macallister (Nov 5, 2024 19:11 MST)
Nov 5, 2024
Prepared By *{print name}* — Date

John Dupuis (Nov 6, 2024 09:08 MST)
Nov 6, 2024
Division Director Signature *{optional}* — Date
Department Director Signature — Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins
Nov 21, 2024
Budget Officer — Date

Emily K. Oster
Nov 22, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Nov 22, 2024 15:57 MST)
Nov 22, 2024
City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

**Date:** October 29,2024

**To:** Randy Randall, City Manager

**From:** P. Fred Heerbrandt, P.E., Engineer Supervisor FH

**Via:** John Dupuis, Public Utilities Director JD

**Subject:** Paseo De Peralta Emergency Manhole Replacement Project

**Vendor Name:** AAC Construction, LLC

**Munis Vendor Number:** 7958

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**ITEM AND ISSUE:**

The Public Utilities Department respectfully requests your review and approval of an Emergency Determination to replace a failing manhole in Paseo de Peralta. Request for the Approval of a construction contract in the total amount of $197,469.86 including NMGRT for construction services ending 6 months after approval.

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250274

**BACKGROUND AND SUMMARY:**

The contractor will excavate and remove a failing manhole within Paseo de Peralta and replace it with a new, precast concrete manhole. He will replace the pipe connections to the manhole to restore free flow through the manhole. The excavation will be backfilled and the roadway pavement restored.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

NMSA 1978, Section 13-1-127, Emergency

**Chief Procurement Officer (CPO) / Designee:** _____ **Date:** Nov 22, 2024
**CPO Comment/Exceptions:** _____

**FUNDING SOURCE:**

**Fund Name/Number: WWMD Enterprise Fund/500**

**Munis Org Name/Number: WW-Collections/5000362**

**Munis Object Name/Number: Repair and Maint System Equip/520150**

**Budget Officer / Designee:** Andy Hopkins **Date:** Nov 21, 2024
**Budget Officer Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

**Does this purchase require any of the following associated approvals: ☐ Yes | ☐ No**
**(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)**

**IT Components included? ☐ Yes | ☐ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☐ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Capital Asset* or Project** ☐ Yes | ☒ No**
**Project Ledger #:** _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**Is this a Grant Funded Purchase? ☐ Yes X No**
**Approval:** _____ **Title:** _____ **Date:** _____
**Comment/Exceptions:** _____

**ATTACHMENTS:**

Emergency Determination
Quote
Horizon
CPO Service Determination Email
COI

Item #: 24-0673
Munis Contract #: 3250274
SWPA/GSA/Coop/RFP/ITB #: Emergency

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **AAC Construction, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS,** the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

**WHEREAS,** the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

A. The Contractor shall perform the following work:

The contractor will excavate and remove a failing manhole within Paseo de Peralta and replace it with a new, precast concrete manhole. He will replace the pipe connections to the manhole to restore free flow through the manhole. The excavation will be backfilled and the roadway pavement restored. The work will include all traffic control, materials, labor, and any incidentals necessary to complete the work and restore the sanitary sewer and roadway to serviceable condition.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

***2.* Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred ninety seven thousand four hundred sixty nine dollars and eighty six cents ($197,469.86), including gross receipts tax.

**The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed $197,469.86. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide**

**services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

**3. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **six (6) months from date of final signature**.

**4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of

this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

**5. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the

United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

**9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. <u>Amendment</u>**

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. <u>Change Orders</u>**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

**20. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

**21. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**22. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

**23. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**25. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**26. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Ben Sandoval
73 Paseo Real, Santa Fe, NM 87507
basandoval@santafenm.gov

To the Contractor: Andrew Sisneros
18 La Luna Road, Santa Fe, NM 87507
andrew@cnsp.net

**28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the

Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and

construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Randy Randall (Nov 22, 2024 15:57 MST)

CITY MANAGER

DATE: Nov 22, 2024

CONTRACTOR:

Andrew Sisneros (Nov 4, 2024 14:36 MST)

Andrew Sisneros, Managing Member

DATE: Nov 4, 2024

NMBTIN: _____

ATTEST:

Andrea Salazar

Andrea Salazar (Dec 3, 2024 16:31 MST)

CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

# WORK ORDER PRICING

## A.A.C. Construction, LLC

**OWNER:** CITY OF SANTA FE SEWER DIVISION — **Project Contact :** Ben Sandoval, Ph: 505-955-4622
**Owner's Rep.:** Ben Sandoval

**CONTRACTOR:** A.A.C. Construction, LLC — **Mobilization Date:** 9/30/2024
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481 — **Delivery/Completion Date:** 10/18/2024

| | |
|---|---|
| **DESCRIPTION:** | **Customer Concern:** A SAS Manhole was recently dicovered and the camera revealed that the foundation of the manhole was missing and the main sewer pipe was disconnected from the manhole. The contrator is tasked to respond to the emergency and replace the manhole ASAP. A Cast In Place method was neccessary due to the close proximity of the 2 12" water pipes. An additional 12" steel pipe was encountered and the Water Division gave a directive to remove it to access the manhole work. The cut ends of the abandoned steel line were plugged with concrete. All safety standards/methods/equipment are being utilized during the excavation and backfill process. |
| **LOCATION:** | **608 Paseo De Peralta, Santa Fe, NM 87501** |

| | Item Description | Hours | Labor Rate | Total Cost |
|---|---|---|---|---|
| **LABOR:** | Project Coordinator | 80 | $87.50 | $7,000.00 |
| | Foreman | 120 | $65.00 | $7,800.00 |
| | Heavy Equipment Operator III | 80 | $55.00 | $4,400.00 |
| | Heavy Equipment Operator III | 80 | $55.00 | $4,400.00 |
| | Delivery Drivers | 40 | $65.00 | $2,600.00 |
| | Truck Driver | 110 | $55.00 | $6,050.00 |
| | Truck Driver | 80 | $55.00 | $4,400.00 |
| | Laborer III | 110 | $52.50 | $5,775.00 |
| | Laborer III | 110 | $52.50 | $5,775.00 |
| | Laborer III | 80 | $52.50 | $4,200.00 |
| | **TOTAL LABOR** | | | **$52,400.00** |

| | Material Description | Material Quote Reference | Total Cost |
|---|---|---|---|
| **MATERIAL:** | Aggregate Material Base Course 30 tons | MSG | $4,500.00 |
| | Aggregate Material Crusher Fines 175 tons | Vulcan | $7,875.00 |
| | PCCP 18 CY | RR Ready Mix | $4,000.00 |
| | MH Collars 2 | | $2,000.00 |
| | Short Loads 2 | | $300.00 |
| | Rebar | | $1,200.00 |
| | Manhole 8ft | | $8,500.00 |
| | Asphalt Patch 3" Thick | | $17,500.00 |
| | Double Yellow Stripe with Beads | | $800.00 |
| | Testing | | $1,800.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | **TOTAL MATERIAL** | | **$48,475.00** |

| | Equipment Type | Rate Type | Rate | Qnty | Total Cost |
|---|---|---|---|---|---|
| **EQUIPMENT:** | 289 Mini Loader | | 65 | 80 | $5,200.00 |
| | Excavator 313 | | 185 | 70 | $12,950.00 |
| | 305 Ex | | 85 | 80 | $6,800.00 |
| | Dump Truck | | 85 | 48 | $4,080.00 |
| | Water Truck | | 65 | 40 | $2,600.00 |
| | 1 Ton P.U. With Trailer | | 30 | 80 | $2,400.00 |
| | 1 Ton Service Truck | | 18 | 80 | $1,440.00 |
| | 1 Ton Pick Up | | 18 | 80 | $1,440.00 |
| | 3/4 Ton Pick Up | | 18 | 80 | $1,200.00 |
| | 3/4 Ton Pick Up | | 15 | 40 | $600.00 |
| | Small Tools/Pumps, Saws, Hand Tools | | 25 | 80 | $2,000.00 |
| | Transport Mini Excavator | | 285 | 2 | $570.00 |
| | Transport Mini Loader | | 285 | 2 | $570.00 |
| | Misc Heavy Hauling | | 1200 | 2 | $2,400.00 |
| | Traffic Control | SW Safety | 6500 | 1 | $6,500.00 |
| | | | | | $0.00 |
| | **TOTAL EQUIPMENT** | | | | **$50,750.00** |

| | |
|---|---|
| **SUBTOTAL:** | $151,625.00 |
| Contractor's Fee 18% | $27,292.50 |
| **SUBTOTAL:** | $178,917.50 |
| Tax @ 8.1875% | $14,648.87 |
| P & P BOND | $3,903.49 |
| **GRAND TOTAL:** | **$197,469.86** |

***Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507***

Authorized Signature

Date

**City of Santa Fe**
**Emergency Determination Form**

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: _Public Utilities, **City of Santa Fe**

Department Director: John Dupuis_____

Department Contact: _P. Fred Heerbrandt, P.E.___

Department Telephone Number: 505-955-4623__

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **Name of Contractor:** AAC Construction, LLC

**Address of Contractor:** 18 La Luna Road, Santa Fe, NM 87507

**Amount of prospective contract:** $197,469.86

**Term of prospective contract:** 6 Months

**Location of Services:** 608 Paseo de Peralta

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**
The contractor will excavate and remove a failing manhole within Paseo de Peralta and replace it with a new, precast concrete manhole. He will replace the pipe connections to the manhole to restore free flow through the manhole. The excavation will be backfilled and the roadway pavement restored.

IV. **Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.**
The manhole was structurally failing. A failure of the manhole would result in a sinkhole within the roadway and a likely spill and surcharging of sewage in the sewer line feeding the manhole. This failure would create a public safety as well as a public health emergency, and if sewage backed up into any service lines, it could have resulted in private civil suits for damages.

V. **Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).**
The prompt replacement of the manhole will prevent the structural failure and resulting potential impacts, so that the duration of work will be as short as possible.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**
The Collections group performs routine maintenance and inspection of their facilities to allow repair or replacement prior to the units reaching their end of life, but periodically they encounter a unit of the collection system that must be replaced immediately to avoid greater impacts from a failure.

**Certified by:**

| | |
|---|---|
| **City Chief Procurement Officer, Travis Dutton-Leyda** | **Date** Oct 11, 2024 |

**City Approval by:**

| | |
|---|---|
| John Dupuis (Oct 11, 2024 03:21 MDT)<br>**Department Director,** John Dupuis | **Date** Oct 11, 2024 |
| **City Attorney, Erin McSherry** | **Date** Oct 10, 2024 |
| John Blair<br>John Blair (Oct 11, 2024 14:35 MDT)<br>**City Manager, John Blair** | Oct 11, 2024<br>**Date** |
| Emily K. Oster<br>**Finance Director, Emily Oster** | Oct 11, 2024<br>**Date** |

***Note: All emergencies must be posted to the SPD website:***
***https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx***
***and the City of Santa Fe's website:***
***https://santafenm.gov/finance-2/purchasing-1/solicitations***

# *WORK ORDER PRICING*

## A.A.C. Construction, LLC

**OWNER:** CITY OF SANTA FE SEWER DIVISION — **Project Contact :** Ben Sandoval, Ph: 505-955-4622
**Owner's Rep.:** Ben Sandoval

**CONTRACTOR:** A.A.C. Construction, LLC — **Mobilization Date:** 9/30/2024
**PROJECT MANAGER:** Andrew Sisneros, (505) 930-0481 — **Delivery/Completion Date:** 10/18/2024

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|---|---|
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| | Foreman | 120 | $65.00 | $7,800.00 |
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| | MH Collars 2 | | $2,000.00 |
| | Short Loads 2 | | $300.00 |
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| | Double Yellow Stripe with Beads | | $800.00 |
| | Testing | | $1,800.00 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | **TOTAL MATERIAL** | | **$48,475.00** |

| | Equipment Type | Rate Type | Rate | Qnty | Total Cost |
|---|---|---|---|---|---|
| **EQUIPMENT:** | 289 Mini Loader | | 65 | 80 | $5,200.00 |
| | Excavator 313 | | 185 | 70 | $12,950.00 |
| | 305 Ex | | 85 | 80 | $6,800.00 |
| | Dump Truck | | 85 | 48 | $4,080.00 |
| | Water Truck | | 65 | 40 | $2,600.00 |
| | 1 Ton P.U. With Trailer | | 30 | 80 | $2,400.00 |
| | 1 Ton Service Truck | | 18 | 80 | $1,440.00 |
| | 1 Ton Pick Up | | 18 | 80 | $1,440.00 |
| | 3/4 Ton Pick Up | | 18 | 80 | $1,200.00 |
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| | Small Tools/Pumps, Saws, Hand Tools | | 25 | 80 | $2,000.00 |
| | Transport Mini Excavator | | 285 | 2 | $570.00 |
| | Transport Mini Loader | | 285 | 2 | $570.00 |
| | Misc Heavy Hauling | | 1200 | 2 | $2,400.00 |
| | Traffic Control | SW Safety | 6500 | 1 | $6,500.00 |
| | | | | | $0.00 |
| | **TOTAL EQUIPMENT** | | | | **$50,750.00** |

| | |
|---|---|
| **SUBTOTAL:** | $151,625.00 |
| Contractor's Fee 18% | $27,292.50 |
| **SUBTOTAL:** | $178,917.50 |
| Tax @ 8.1875% | $14,648.87 |
| P & P BOND | $3,903.49 |
| **GRAND TOTAL:** | **$197,469.86** |

***Address: A.A.C. Construction, LLC, 18 La Luna Rd, Santa Fe, NM 87507***

Authorized Signature

Date

# City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

**Business Location:** 18 LA LUNA RD
SANTA FE, NM 87507

**CRS Number:** 03-157349-00-5

**Owner:** Andrew Sisneros

**License Number:** 222939

**License Type:** Business License - Renewable

**Issued Date:** April 05, 2024

**Classification:** Out of Jurisdiction Contractor - Genera

**Expiration Date:** April 05, 2025

**Fees Paid:** $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

Client#: 2003588 AACCON2

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
USI Southwest Inc. NM - CL
4100 Osuna Road NE Suite 2-203
Albuquerque, NM 87109
505 262-2621

**CONTACT NAME:** Sue Vance/David Olague-Love
**PHONE (A/C, No, Ext):** 505 262-2621 **FAX (A/C, No):** 855 512-3881
**E-MAIL ADDRESS:** david.olague-love@usi.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Donegal Mutual Insurance Company | 13692 |
| INSURER B : New Mexico Mutual Casualty Company | 40627 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X PD Ded:1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | CPT9557153 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $2,000,000<br>$500,000<br>$15,000<br>$2,000,000<br>$4,000,000<br>$4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | X | X | 1000111796 | 01/01/2024 | 01/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $0 | | | CXL9557153 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $5,000,000<br>$5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 93890109 | 01/01/2024 | 01/01/2025 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$500,000<br>$500,000<br>$500,000 |
| A | Leased/ Rented Equipment | | | CPT9557153 | 01/01/2024 | 01/01/2025 | $336,611 - Limit<br>$1,000 - Deductible | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: On-Call Contract.
Additional Insured includes: City of Santa Fe their officials, officers, employees, and agents.

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or
(See Attached Descriptions)

**CERTIFICATE HOLDER**
City of Santa Fe Wastewater
Management Division
73 Paseo Real
Santa Fe, NM 87507

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## DESCRIPTIONS (Continued from Page 1)

written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.
The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.
The Inland Marine policy includes a Loss Payee endorsement that provides Loss Payee status to the Certificate holder as respects to the above referenced.

# Emergency_Determination_Form_Paseo de Peralta

Final Audit Report 2024-10-11

| | |
|---|---|
| Created: | 2024-10-10 |
| By: | Kristy Miera (kamiera@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzUoO0HfZqZy_ZZ79PZ2r1sV5UlgnAZFc |

## "Emergency_Determination_Form_Paseo de Peralta" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-10-10 - 6:25:53 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-10-10 - 6:32:23 PM GMT

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-10-10 - 6:32:23 PM GMT

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2024-10-10 - 6:32:23 PM GMT

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-10-10 - 6:32:24 PM GMT

Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2024-10-11 - 0:33:27 AM GMT- IP address: 104.47.65.254

Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2024-10-11 - 0:34:09 AM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-10-11 - 4:59:19 AM GMT- IP address: 104.28.50.166

Email viewed by John Dupuis (jedupuis@santafenm.gov)
2024-10-11 - 9:21:11 AM GMT- IP address: 73.26.153.70

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-10-11 - 9:21:44 AM GMT - Time Source: server- IP address: 73.26.153.70

Powered by Adobe Acrobat Sign

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-10-11 - 2:45:52 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-10-11 - 2:47:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-10-11 - 5:26:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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# Emergency_Determination_Form_Paseo de Peralta

Final Audit Report 2024-10-11

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| Created: | 2024-10-11 |
| By: | Kristy Miera (kamiera@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAPUx0caQ35gqfeJqg7x1BjGaumXQuwJL2 |

## "Emergency_Determination_Form_Paseo de Peralta" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-10-11 - 7:38:56 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature
2024-10-11 - 7:40:31 PM GMT

Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-10-11 - 8:35:07 PM GMT- IP address: 104.47.64.254

Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-10-11 - 8:35:27 PM GMT- IP address: 108.45.157.37

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-10-11 - 8:35:29 PM GMT - Time Source: server- IP address: 108.45.157.37

Agreement completed.
2024-10-11 - 8:35:29 PM GMT

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**Signature:** P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Nov 6, 2024 06:55 MST)

**Email:** pfheerbrandt@santafenm.gov

# 24-0673 AAC Construction

Final Audit Report 2024-12-03

| | |
|---|---|
| Created: | 2024-12-03 |
| By: | XAVIER VIGIL (xivigil@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwsPZFEACc1fqAIDm5t869KkcF_t_oiJJ |

## "24-0673 AAC Construction" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-12-03 - 11:26:34 PM GMT- IP address: 63.232.20.2

Document emailed to axsalazar@santafenm.gov for signature
2024-12-03 - 11:28:50 PM GMT

Email viewed by axsalazar@santafenm.gov
2024-12-03 - 11:30:45 PM GMT- IP address: 63.232.20.2

Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar
2024-12-03 - 11:31:03 PM GMT- IP address: 63.232.20.2

Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2024-12-03 - 11:31:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-12-03 - 11:31:05 PM GMT

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CITY OF SANTA FE
FINANCE

**DATE:** November 15, 2024

**TO:** Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

**FROM:** Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

**VIA:** Emily K. Oster, Finance Director EKO

**ITEM AND ISSUE:**

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending September 30, 2024 (First Quarter).

**BACKGROUND AND SUMMARY:**

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A) and (B): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which,

per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2024/25 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $210,011,067 and a net increase to the overall revenue budget of $95,979,482. The resulting net expenditure increase of $114,031,585 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

**ACTION RECOMMENDED:**

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

**ATTACHMENTS**

Resolution
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2024-__**

**INTRODUCED BY:**

Mayor Alan Webber

**A RESOLUTION**

**APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.**

**WHEREAS,** SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

**WHEREAS**, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

**WHEREAS,** Articles 3 and 4 of the Project Management and Fiscal Services Agreement

for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

**WHEREAS,** the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("the Waste Management Agency") requires that the Waste Management Agency recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

**WHEREAS,** the BDD Board and the Waste Management Agency have approved First Quarter adjustments for their respective budgets and these adjustments have been incorporated into the City's proposed First Quarter Budget amendments; and

**WHEREAS**, a First Quarter Review of the Fiscal Year 2025 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste Management Agency's Board have authorized.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that it approves the budget amendments for the BDD Board and the Waste Management Agency; and

**BE IT FURTHER RESOLVED** that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the First Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

# EXHIBIT A

# CITY OF SANTA FE

# 1st QUARTER FY 2024/25

~ ~ ~

# SUB-SECTION [A]

# AMENDMENTS TO FY 2024/25 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

# CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
## *SUB-SECTION [A]:* BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

| *Fund* | *Fund Title* | *Amendment Description* | *Expenditure Increase (Decrease)* | *Revenue Increase (Decrease)* | *Budgeted Net Fund Increase (Decrease)* |
|---|---|---|---|---|---|
| 100 | General Fund | Appropriation from available balance to fund deferred maintenance projects citywide *[CC apvd. 8/14/24, #9-w]* | $ 3,400,000 | $ - | $ (3,400,000) |
| 100 | General Fund | Appropriation from available balance for Affordable Housing Trust Fund housing assistance subsidy payments *[CC apvd. 8/14/24 #9-n]* | 3,000,000 | - | (3,000,000) |
| 100 | General Fund | Transfer to Streets to fund street and road improvement projects city-wide *[CC apvd. 8/14/24 #9-ad]* | 2,000,000 | - | (2,000,000) |
| 100 | General Fund | Appropriation from available balance to support the MRC CIP for the irrigation ponds *[CC apvd. 8/14/24, #9-y]* | 1,500,000 | - | (1,500,000) |
| 100 | General Fund | Transfer to Facilities CIP to fund relocation of Planning & Land Use department staff from City Hall to Market Staton *[CC appvd. 8/28/24, #10-b]* | 1,500,000 | - | (1,500,000) |
| 100 | General Fund | Appropriation from available balance to fund resurfacing of Ragle Park baseball field #1 *[CC apvd. 8/14/24, #9-t]* | 1,300,000 | - | (1,300,000) |
| 100 | General Fund | Transfer to Economic Development Fund for the Work Based Learning program with Santa Fe Public Schools *[CC apvd. 8/14/24, #9-ak]* | 1,200,000 | - | (1,200,000) |
| 100 | General Fund | Appropriation from available balance to purchase two armored Bearcat vehicles and an Explosive Ordinance Disposal (EOD) vehicle *[CC apvd. 8/14/24, #10-a]* | 1,107,000 | 1,107,000 | - |
| 100 | General Fund | Appropriation from available balance to fund sidewalk projects citywide *[CC apvd. 8/14/24, #9-z]* | 1,000,000 | - | (1,000,000) |
| 100 | General Fund | Appropriation from available balance to replace Self-Contained Breathing Apparatus (SCBA) equipment *[CC apvd. 8/14/24, #9-ap]* | 750,000 | - | (750,000) |
| 100 | General Fund | Appropriation from available balance to fund contracted security services for the downtown area *[CC apvd. 8/14/24, #9-ag]* | 750,000 | - | (750,000) |
| 100 | General Fund | Appropriation from available balance reserves to fund LiveView mobile technologies camera trailers to enhance City events security *[CC apvd. 8/14/24, #9-r]* | 570,000 | - | (570,000) |
| 100 | General Fund | Appropriation from available balance to fund the ITT Disaster Recovery Site project *[CC apvd. 8/14/24, #9-o]* | 500,000 | - | (500,000) |
| 100 | General Fund | Appropriation from available balance to purchase a Type 3 wildland fire truck apparatus *[CC apvd. 8/14/24 #9-ao]* | 450,000 | 450,000 | - |
| 100 | General Fund | Appropriation from available balance to fund intersection markings projects citywide *[CC apvd. 9/18/24, #9-u]* | 350,000 | - | (350,000) |
| 100 | General Fund | Transfer to Economic Development Fund to implement objectives in the Community Development Plan for activities at Midtown *[CC apvd. 8/14/24, #9-ai]* | 250,000 | - | (250,000) |
| 100 | General Fund | Transfer to Parks CIP to fund demolition of partially collapsed bridge at Closson St. *[CC appvd. 8/28/24, #10-c]* | 219,753 | - | (219,753) |
| 100 | General Fund | Appropriations from available balance to fund deferred maintenance and repairs for the Police headquarters building *[CC apvd. 8/14/24, #9-an]* | 200,000 | 200,000 | - |
| 100 | General Fund | Appropriation from available balance to fund consultant for EnerGov modernization *[CC apvd. 8/14/24, #9-aj]* | 120,000 | - | (120,000) |
| 100 | General Fund | Appropriation from available balance to fund the ITT Disaster Recovery Site project *[CC apvd. 8/14/24, #9-p]* | 117,000 | - | (117,000) |
| 100 | General Fund | Appropriation from available General Fund reserves to fund general plan and land development code software update *[CC apvd. 8/14/24, #9-af]* | 115,000 | - | (115,000) |

| Fund | Fund Title | Amendment Description | Expenditure Increase (Decrease) | Revenue Increase (Decrease) | Budgeted Net Fund Increase (Decrease) |
|---|---|---|---|---|---|
| | | | | | |
| 212 | Economic Development | Appropriation from from available balance to fund development of infrastructure at Midtown *[CC apvd. 8/14/24, #9-ah]* | 3,000,000 | 3,000,000 | - |
| 212 | Economic Development | Appropriation from available General Fund reserves to Economic Development to fund the Work Based Learning program with Santa Fe Public Schools *[CC apvd. 8/14/24, #9-ak]* | 1,200,000 | 1,200,000 | - |
| 212 | Economic Development | Appropriation from available General Fund reserves to implement objectives in the Community Development Plan for activities at Midtown *[CC apvd. 8/14/24, #9-ai]* | 250,000 | 250,000 | - |
| 213 | Lodgers' Tax Fund | Appropriation from available General Fund reserves to fund contracted security services for the downtown area *[CC apvd. 8/14/24, #9-ag]* | 750,000 | 750,000 | - |
| 213 | Lodgers' Tax Fund | Appropriation of NM Tourism Department Cooperative Marketing and Advertising Program grant *[CC apvd. 6/26/24, #9-h]* | 67,960 | 67,960 | - |
| 216 | Gross Receipts Tax Fund | Appropriation of funding for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 8/14/24, #9-q]* | 2,542,700 | - | (2,542,700) |
| 240 | Community Development | Appropriation of DFA SLFRF grant to renovation and construction of the Country Club Apartments *[CC appvd. 9/25/24, #9-e]* | 2,000,000 | 2,000,000 | - |
| 240 | Community Development | Re-appropriation of remaining FY24 balance to fund Affordable Housing Trust Fund contracts in FY25 *[CC appvd. 9/11/24, #9-c]* | 1,944,962 | - | (1,944,962) |
| 240 | Community Development | Appropriation from General Fund available balance for housing assistance subsidy payments in the Affordable Housing Trust Fund *[CC apvd. 8/14/24 #9-n]* | 969,389 | 3,000,000 | 2,030,611 |
| 240 | Community Development | Appropriation from available balance to fund pallet shelters and hygiene/office units *[CC apvd. 8/14/24, #9-al]* | 812,325 | 812,325 | - |
| 240 | Community Development | Appropriation from available General Fund reserves for fiscal oversight and sponsorship of Consuelo's Place shelter *[CC apvd. 08/14/24, #9-m]* | 150,000 | 150,000 | - |
| 240 | Community Development | Appropriation of NM CVRC grant award for domestic violence services *[CC appvd. 9/25/24, #9-g]* | 63,938 | 63,938 | - |
| 241 | Senior Citizen Grants/Programs | Appropriation of NM ALTD Grown FY25 grant award to support nutrition congregate and home delivered meals for seniors *[CC appvd. 8/28/24, #9g]* | 68,000 | 68,000 | - |
| 320 | CIP Facilities | Appropriation from available general fund balance for citywide deferred maintenance projects *[CC apvd. 8/14/24, #9-w]* | 3,400,000 | 3,400,000 | - |
| 320 | CIP Facilities | Transfer from General Fund to allow relocation of Planning & Land Use department staff from City Hall to Market Staton *[CC appvd. 8/28/24, #10-b]* | 1,500,000 | 1,500,000 | - |
| 320 | CIP Facilities | Appropriation FY24 GRT earned in excess of budgeted estimates to fund the Sandoval Garage renovation project *[CC apvd. 8/14/24, #9-ae]* | 1,120,000 | 1,120,000 | - |
| 320 | CIP Facilities | Appropriation from available balance to fund additional apparatus storage for the Fire department *[CC apvd. 8/14/24, #9-x]* | 750,000 | 750,000 | - |
| 325 | CIP Special Projects | Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 8/14/24, #9-q]* | 3,042,700 | 3,042,700 | - |
| 330 | CIP Streets & Roadways | Appropriation of NM DOT grant to support the Pacheco Street improvements project *[CC apvd. 8/14/24, #9-h]* | 350,000 | 350,000 | - |
| 330 | CIP Streets & Roadways | Appropriation of NM DOT grant for the Governor Miles Road improvements project *[CC apvd. 8/14/24, #9-i]* | 210,000 | 210,000 | - |

| Fund | Fund Title | Amendment Description | Expenditure Increase (Decrease) | Revenue Increase (Decrease) | Budgeted Net Fund Increase (Decrease) |
|---|---|---|---|---|---|
| | | | | | |
| 330 | CIP Streets & Roadways | Appropriation of NM DFA grant funding for the Harrison Rd. improvements project *[CC apvd. 8/28/24, #9-m]* | 100,000 | 100,000 | - |
| 345 | CIP Community Development | Appropriation from available balance to fund the construction of a replacement roof for the Mary Esther Gonzales Senior Center *[CC apvd. 8/14/24, #9-am]* | 800,000 | 800,000 | - |
| 355 | CIP Parks and Trails | Allocation of DFA grant to fund phase II of improvements to SWAN Park *[CC apvd. 8/14/24, #9-j]* | 2,400,000 | 2,400,000 | - |
| 355 | CIP Parks and Trails | Appropriation of available CIP funding for resurfacing of Ragle Park baseball field #1 *[CC apvd. 8/14/24, #9-t]* | 1,300,000 | 1,300,000 | - |
| 355 | CIP Parks and Trails | Appropriation of donations from the SF Pickleball Club to support the Ft. Marcy Pickleball Courts CIP project *[CC apvd. 7/31/24, #9-g]* | 650,000 | 650,000 | - |
| 355 | CIP Parks and Trails | Appropriation from NM DFA grant funding for parks improvements at Water History Park *[CC apvd. 7/31/24 #9-f]* | 350,000 | 350,000 | - |
| 355 | CIP Parks and Trails | Allocation of funding for demolition of partially collapsed bridge at Closson St. *[CC appvd. 8/28/24, #10-c]* | 219,753 | 219,753 | - |
| 365 | ½% GRT Income Fund | Appropriation from available balance to fund development of infrastruture at Midtowm *[CC apvd. 8/14/24, #9-ah]* | 3,000,000 | - | (3,000,000) |
| 365 | ½% GRT Income Fund | Appropriation from FY23 GRT earned in excess of budgeted estimates to fund pavement rehabilitation and maintenance projects city-wide *[CC apvd. 8/14/24, #9-ab]* | 3,000,000 | - | (3,000,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance for replacement plows, patching truck, and multi terrain loader for Complete Streets *[CC apvd. 8/14/24, #9-aa]* | 2,700,000 | - | (2,700,000) |
| 365 | ½% GRT Income Fund | Appropriations from available balance to fund street and road improvement projects city-wide *[CC apvd. 8/14/24, #9-ad]* | 1,600,000 | 1,600,000 | - |
| 365 | ½% GRT Income Fund | Appropriation from available GRT reserves to support the MRC Soccer Valley Improvements CIP project *[CC apvd. 8/14/24, #9-v]* | 1,400,000 | - | (1,400,000) |
| 365 | ½% GRT Income Fund | Allocation of funding for the Sandoval Garage renovation project *[CC apvd. 8/14/24, #9-ae]* | 1,120,000 | - | (1,120,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to purchase two armored Bearcat vehicles and an Explosive Ordinance Disposal (EOD) vehicle *[CC apvd. 8/14/24, #10-a]* | 1,107,000 | - | (1,107,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to fund pallet shelters and hygiene/office units *[CC apvd. 8/14/24, #9-al]* | 812,325 | - | (812,325) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to fund the construction of a replacement roof for the Mary Esther Gonzales Senior Center *[CC apvd. 8/14/24, #9-am]* | 800,000 | - | (800,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to build additional apparatus storage for the Fire department *[CC apvd. 8/14/24, #9-x]* | 750,000 | - | (750,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 8/14/24, #9-q]* | 500,000 | - | (500,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to purchase a Type 3 wildland fire truck apparatus *[CC apvd. 8/14/24, #9-ao]* | 450,000 | - | (450,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to fund signal re-wiring projects at two key intersections *[CC apvd. 8/14/24, #9-ac]* | 300,000 | - | (300,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to fund deferred maintenance and repairs for the Police headquarters building *[CC apvd. 8/14/24, #9-an]* | 200,000 | - | (200,000) |

| Fund | Fund Title | Amendment Description | Expenditure Increase (Decrease) | Revenue Increase (Decrease) | Budgeted Net Fund Increase (Decrease) |
|---|---|---|---|---|---|
| | | | | | |
| 365 | ½% GRT Income Fund | Appropriation from available balance to fund phase II of the traffic calming project on Calle Atajo *[CC apvd. 8/14/24, #9-s]* | 85,000 | - | (85,000) |
| 500 | Waste Water Management | Appropriation from available balance for on-call sludge hauling services *[CC appvd. 9/25/24, #9-c, 9-d]* | 1,000,000 | - | (1,000,000) |
| 500 | Waste Water Management | Appropriation from available balance to fund on-call construction services *[CC apvd. 8/14/24 #9-h]* | 500,000 | - | (500,000) |
| 500 | Waste Water Management | Appropriation from available balance for the purchase of cationic polymer chemicals used continuously at the Paseo Real Wastewater Treatment facility *[CC appvd. 9/11/24, #9-d]* | 350,000 | - | (350,000) |
| 500 | Waste Water Management | Appropriation from available balance for the Paseo Rael Master Plan engineering services contract *[CC appvd. 9/11/24, #9-e]* | 73,550 | - | (73,550) |
| 505 | Water Management | Re-allocation of funding to complete FY24 contracted services in FY25 *[CC appvd. 9/11/24, #9-a]* | 1,166,127 | - | (1,166,127) |
| 505 | Water Management | Allocation of available balance to fund city-wide water utility construction and repair projects *[CC appvd. 9/11/24, #9-b]* | 540,938 | - | (540,938) |
| 505 | Water Management | Appropriation from available balance to fund the City's share of the final BDD FY25 Budget *[CC apvd. 7/31/24, #9-m]* | 114,369 | - | (114,369) |
| 505 | Water Management | Appropriation from available balance for modifications to the Public Utilities Division building *[CC apvd. 7/31/24, #9-n]* | 95,000 | - | (95,000) |
| 525 | Midtown Property | Appropriation of NM DFA FY23 grant funding for Midtown campus redevelopment *[CC apvd. 8/28/24, #9-h, 9-i]* | 5,940,000 | 5,940,000 | - |
| 530 | Municipal Recreation Complex | Appropriation from available balance to fund the MRC irrigation ponds CIP project *[CC apvd. 8/14/24, #9-y]* | 1,500,000 | 1,500,000 | - |
| 530 | Municipal Recreation Complex | Appropriation from available balance to support the MRC Soccer Valley Improvements CIP project *[CC apvd. 8/14/24, #9-v]* | 1,400,000 | 1,400,000 | - |
| 530 | Municipal Recreation Complex | Appropriation of DFA grant for the MRC Soccer Valley Improvements project *[CC apvd. 7/31/24, #9-h]* | 50,000 | 50,000 | - |
| 545 | Airport | Appropriation of US DOT/FAA grant for the Airport Master Plan project *[CC apvd. 08/14/24, #10-c]* | 1,021,700 | 1,021,700 | - |
| 545 | Airport | Appropriation NM DOT/US FAA grant for the design of the Airport Terminal North Apron Reconstruction CIP project *[CC apvd. 8/14/24, #10-d]* | 191,215 | 191,215 | - |
| 545 | Airport | Appropriation of NM DOT grant for the Airport Master Plan project *[CC apvd. 08/14/24, #9-k]* | 68,051 | 61,246 | (6,805) |
| 545 | Airport | Appropriation of NM DOT grant for the Airport Lighting Vault project *[CC apvd. 08/14/24, #9-l]* | 62,500 | 56,200 | (6,300) |
| 620 | Services to Other Departments | Allocation of funding for LiveView mobile technolgoies camera trailers to enhance City events security *[CC apvd. 8/14/24, #9-r]* | 570,000 | 570,000 | - |
| 620 | Services to Other Departments | Allocation of funding for the ITT Disaster Recovery Site project *[CC apvd. 8/14/24, #9-o]* | 500,000 | 500,000 | - |
| 620 | Services to Other Departments | Allocation of funding for implementation of security hardware tokens *[CC apvd. 8/14/24, #9-p]* | 117,000 | 117,000 | - |
| ***TOTAL - Budget Amendments Previously Approved by the Governing Body*** | | | ***$ 83,495,255*** | ***$ 42,319,037*** | ***$ (41,176,218)*** |

# CITY OF SANTA FE

# 1st QUARTER FY 2024/25

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# SUB-SECTION [B]

# AMENDMENTS TO FY 2024/25 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A) AND (B)

# CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
## *SUB-SECTION [B]:* BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

| *Fund* | *Fund Title* | *Amendment Description* | *Expenditure Increase (Decrease)* | *Revenue Increase (Decrease)* | *Budgeted Net Fund Increase (Decrease)* |
|---|---|---|---|---|---|
| 100 | General Fund | Re-appropriation of unspent prior year budget to fund police vehicle and equipment purchases | $ 941,103 | $ - | $ (941,103) |
| 100 | General Fund | Re-appropriation of unspent prior year budget for Senior Services and GCCC Capital Projects | 227,160 | - | (227,160) |
| 100 | General Fund | Re-appropriation of unspent prior year budget for ongoing citywide streets projects | 198,717 | - | (198,717) |
| 100 | General Fund | Re-appropriation of unspent prior year budget for ongoing facilities repair/improvements projects | 100,083 | - | (100,083) |
| 100 | General Fund | Appropriation from available reserve for contracted assistance in facilitating increased citizen involvement and engagement with the City's budgeting process | 50,000 | - | (50,000) |
| 100 | General Fund | Appropriation from General Fund to cover Municipal Court budget items ommitted in error for FY25 | 27,777 | - | (27,777) |
| 100 | General Fund | Transfer to Parks CIP to replace the pergola at Amelia White park | 25,000 | - | (25,000) |
| 100 | General Fund | Re-appropriation of funds for the library from a service contract overpayment made in FY24 | 13,119 | - | (13,119) |
| 212 | Economic Development | Re-appropriation of unspent prior year budget for the ongoing LEDA Earth Traveler project | 250,000 | - | (250,000) |
| 213 | Lodgers' Tax Fund | Allocation of NM Tourism grant for a feasibility study to facilitate the creation of the Open Air Performing Arts Center | 40,000 | 40,000 | - |
| 221 | Emergency Services | Adjustment to re-budget remaining portion of US DHS Homeland Security FY24 grant | 127,720 | 127,720 | - |
| 223 | Law Enforcement | Re-appropriation of unspent prior year budget to fund police vehicle and equipment purchases | 987,889 | - | (987,889) |
| 231 | City Drainage Fund | Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects | 1,312,490 | - | (1,312,490) |
| 231 | City Drainage Fund | Re-appropriation of unspent prior year budget for vehicle purchases and the ongoing Arroyo Chamiso CIP project | 73,350 | 510,771 | 437,421 |
| 231 | City Drainage Fund | Re-appropriation of unspent prior year budget for software purchases | 4,030 | - | (4,030) |
| 233 | Transportation Grants | Re-appropriation of prior year NM DOT grant/local match for downtown intersection safety analysis | 125,114 | 100,091 | (25,023) |
| 240 | Community Development | Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for small business support, job training services, youth services, and public wifi | 3,704,948 | 3,704,948 | - |
| 240 | Community Development | Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for Ragle Park field improvements | 210,376 | 210,376 | - |
| 240 | Community Development | Adjustment to re-budget remaining portion of prior year US HUD CDBG grant to support the ECRA Trail project | 49,156 | - | (49,156) |
| 241 | Senior Citizen Grants/Programs | Adjustment to re-budget remaining portion of prior year NM DFA grant for purchase of Senior Services vehicles | 717,159 | 717,159 | - |
| 251 | Library Fund | Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment | 337,186 | 337,186 | - |
| 251 | Library Fund | Re-appropriation of funds from a service contract overpayment made in FY24 | 6,305 | - | (6,305) |
| 255 | Quality of Life Fund | Re-appropriation of unspent prior year budget for software purchases | 51,622 | - | (51,622) |
| 315 | CIP Resource Conservation | Re-appropriation of unspent prior year budget for the ongoing citywide solarization project | 13,696 | - | (13,696) |

| Fund | Fund Title | Amendment Description | Expenditure Increase (Decrease) | Revenue Increase (Decrease) | Budgeted Net Fund Increase (Decrease) |
|---|---|---|---|---|---|
| 320 | CIP Facilities | Re-appropriation of unspent prior year budget for ongoing municipal facilities CIP projects | 4,833,838 | 1,813,950 | (3,019,888) |
| 325 | CIP Special Projects | Re-appropriation of unspent prior year budget for the ongoing ERP System Software CIP project | 1,090,213 | - | (1,090,213) |
| 325 | CIP Special Projects | Re-appropriation of unspent prior year budget to fund Questica Software and ongoing ERP system services | 944,883 | - | (944,883) |
| 330 | CIP Streets & Roadways | Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects | 18,127,193 | 10,900,407 | (7,226,786) |
| 335 | CIP Bond Acquisition | Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects | 1,380,946 | - | (1,380,946) |
| 335 | CIP Bond Acquisition | Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects | 172,648 | - | (172,648) |
| 345 | CIP Community Development | Re-appropriation of unspent prior year budget for ongoing municipal facilities CIP projects | 2,442,719 | 247,500 | (2,195,219) |
| 355 | CIP Parks and Trails | Appropriation of available balance to replace the pergola at Amelia White park | 25,000 | 25,000 | - |
| 365 | ½% GRT Income Fund | Re-appropriation of unspent prior year budget for ongoing municipal facilities CIP projects | 530,444 | - | (530,444) |
| 365 | ½% GRT Income Fund | Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects | 268,299 | - | (268,299) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to address drainage issues at Alameda and Calle Nopal | 30,000 | - | (30,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to address drainage issues at Otowi and Vitalia | 30,000 | - | (30,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to address drainage issues at Rio Vista | 25,000 | - | (25,000) |
| 365 | ½% GRT Income Fund | Appropriation from available balance to fund Cerro Gordo bridge engineering and repair | 22,000 | - | (22,000) |
| 500 | Waste Water Management | Re-appropriation of unspent prior year budget for ongoing Wastewater CIP projects | 11,329,385 | - | (11,329,385) |
| 505 | Water Management | Re-appropriation of unspent prior year budget for the ongoing Nichols Dam CIP project | 15,116,563 | - | (15,116,563) |
| 505 | Water Management | Re-appropriation of unspent prior year budget for ongoing priority water line replacement projects | 12,211,132 | - | (12,211,132) |
| 505 | Water Management | Appropriation from available balance to fund reclassification of various Water divison positions | 20,224 | - | (20,224) |
| 505 | Water Management | Appropriation from available balance to cover remaining renovations to PUD building | 20,000 | - | (20,000) |
| 505 | Water Management | Appropriation from available balance to fund Public Utilities employee tuition, training, and travel | 10,000 | - | (10,000) |
| 505 | Water Management | Appropriation from available balance to fund reclassification of the Custodian Lead worker position | 6,975 | - | (6,975) |
| 510 | Environmental Services | Re-appropriation of unspent prior year budget for ESD vehicle purchases | 2,218,870 | - | (2,218,870) |
| 510 | Environmental Services | Re-appropriation of unspent prior year budget for CIP project design of administrative offices and maintenance facility | 247,899 | - | (247,899) |
| 515 | Railyard Properties | Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects | 709,899 | - | (709,899) |
| 525 | Midtown Property | Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects | 1,521,557 | 963,439 | (558,118) |

| Fund | Fund Title | Amendment Description | Expenditure Increase (Decrease) | Revenue Increase (Decrease) | Budgeted Net Fund Increase (Decrease) |
|---|---|---|---|---|---|
| 530 | Municipal Recreation Complex | Re-appropriation of unspent prior year budget for ongoing MRC improvement projects | 549,554 | - | (549,554) |
| 530 | Municipal Recreation Complex | Re-appropriation of unspent prior year budget for MRC sports fields equipment purchases | 263,281 | - | (263,281) |
| 535 | Parking | Re-appropriation of unspent prior year budget for ongoing parking garage CIP projects | 29,709 | - | (29,709) |
| 540 | Transit Bus System | Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects | 5,617,831 | - | (5,617,831) |
| 540 | Transit Bus System | Re-appropriation of unspent prior year budget to purchase transit vans and buses | 749,093 | 601,423 | (147,670) |
| 540 | Transit Bus System | Allocation of funding to cover FY25 natural gas and electricity costs | 60,000 | - | (60,000) |
| 545 | Airport | Adjustment to re-budget remaining portion of prior year NM DOT/US FAA grant for Airport expansion construction | 7,332,376 | 6,175,338 | (1,157,038) |
| 545 | Airport | Re-appropriation of unspent prior year budget for Airport equipment/vehicles purchases | 2,153,173 | - | (2,153,173) |
| 550 | Genoveva Chavez Community Ctr | Transfer from General Fund/Community Services to fund GCCC mechanical repairs | 50,000 | 50,000 | - |
| ***TOTAL - Budget Amendments Previously Approved by Other City Actors*** | | | ***$ 99,734,704*** | ***$ 26,525,308*** | ***$ (73,209,396)*** |

# CITY OF SANTA FE

# 1st QUARTER FY 2024/25

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# SUB-SECTION [C]

# JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2024/25 BUDGET

# CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
## *SUB-SECTION [C]:* JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

| *Fund* | *Fund Title* | *Amendment Description* | *Expenditure Increase (Decrease)* | *Revenue Increase (Decrease)* | *Budgeted Net Fund Increase (Decrease)* |
|---|---|---|---|---|---|
| 800 | Buckman Direct Diversion | Adjustments reflecting final BDD Board-approved budget | $ 10,447,366 | $ 10,447,366 | $ - |
| 810 | SF Solid Waste Mgmt Agency | Adjustments reflecting final SFSWMA Board-approved budget | 12,029,851 | 12,527,771 | 497,920 |
| 810 | SF Solid Waste Mgmt Agency | Appropriation from SWMA Equipment Replacement Fund for purchase of a Landfill Compactor | 1,560,000 | 1,560,000 | - |
| 810 | SF Solid Waste Mgmt Agency | Re-appropriation of unspent prior year budget for contracted audit, maintenance and compliance services | 1,096,402 | - | (1,096,402) |
| 810 | SF Solid Waste Mgmt Agency | Appropriation from available balance to increase compliance services for the landfill and BuRRT | 60,000 | - | (60,000) |
| 810 | SF Solid Waste Mgmt Agency | Appropriation from available balance to replace HVAC unit at the Caja Del Rio administration building | 14,865 | - | (14,865) |
| 810 | SF Solid Waste Mgmt Agency | Re-appropriation of unspent prior year budget for purchase of equipment/machinery | 12,624 | - | (12,624) |
| 811 | SWMA Equip Replacement Fund | Appropriation from SWMA CIP Fund for the Caja del Rio Landfill Gas Collection System | 1,560,000 | - | (1,560,000) |
| 811 | SWMA Equip Replacement Fund | Adjustment reflecting final SFSWMA Board-approved budget | - | 1,300,000 | 1,300,000 |
| 812 | SWMA Gas Collection Reserve | Adjustment reflecting final SFSWMA Board-approved budget | - | 325,000 | 325,000 |
| 813 | SWMA Cell Developmt Reserve | Adjustment reflecting final SFSWMA Board-approved budget | - | 300,000 | 300,000 |
| 815 | SWMA Closure/Post-Closure Reserve | Adjustment reflecting final SFSWMA Board-approved budget | - | 175,000 | 175,000 |
| 816 | SWMA CIP Fund | Adjustment reflecting final SFSWMA Board-approved budget | - | 500,000 | 500,000 |
| ***TOTAL - Joint Operations - Board Approved Budget Amendments*** | | | ***$ 26,781,108*** | ***$ 27,135,137*** | ***$ 354,029*** |

# CITY OF SANTA FE

# 1st QUARTER FY 2024/25

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# SUB-SECTION [D]

# SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2024/25 BUDGET BY FUND

# CITY OF SANTA FE - FIRST QUARTER FY 2024/2025
## *SUB-SECTION [D]:* TOTAL QUARTERLY AMENDMENTS BY FUND

| *Fund* | *Fund Title* | *Expenditure Increase (Decrease)* | *Revenue Increase (Decrease)* | *Budgeted Net Fund Increase (Decrease)* |
|---|---|---|---|---|
| 100 | General Fund | $ 21,981,712 | $ 1,757,000 | $ (20,224,712) |
| 212 | Economic Development | 4,700,000 | 4,450,000 | (250,000) |
| 213 | Lodgers' Tax Fund | 857,960 | 857,960 | - |
| 216 | Gross Receipts Tax Fund | 2,542,700 | - | (2,542,700) |
| 221 | Emergency Services | 127,720 | 127,720 | - |
| 223 | Law Enforcement | 987,889 | - | (987,889) |
| 231 | City Drainage Fund | 1,389,870 | 510,771 | (879,099) |
| 233 | Transportation Grants | 125,114 | 100,091 | (25,023) |
| 240 | Community Development | 9,905,094 | 9,941,587 | 36,493 |
| 241 | Senior Citizen Grants/Programs | 785,159 | 785,159 | - |
| 251 | Library Fund | 343,491 | 337,186 | (6,305) |
| 255 | Quality of Life Fund | 51,622 | - | (51,622) |
| 315 | CIP Resource Conservation | 13,696 | - | (13,696) |
| 320 | CIP Facilities | 11,603,838 | 8,583,950 | (3,019,888) |
| 325 | CIP Special Projects | 5,077,796 | 3,042,700 | (2,035,096) |
| 330 | CIP Streets & Roadways | 18,787,193 | 11,560,407 | (7,226,786) |
| 335 | CIP Bond Acquisition | 1,553,594 | - | (1,553,594) |
| 345 | CIP Community Development | 3,242,719 | 1,047,500 | (2,195,219) |
| 355 | CIP Parks and Trails | 4,944,753 | 4,944,753 | - |
| 365 | ½% GRT Income Fund | 18,730,068 | 1,600,000 | (17,130,068) |
| 500 | Waste Water Management | 13,252,935 | - | (13,252,935) |
| 505 | Water Management | 29,301,328 | - | (29,301,328) |
| 510 | Environmental Services | 2,466,769 | - | (2,466,769) |
| 515 | Railyard Properties | 709,899 | - | (709,899) |
| 525 | Midtown Property | 7,461,557 | 6,903,439 | (558,118) |
| 530 | Municipal Recreation Complex | 3,762,835 | 2,950,000 | (812,835) |
| 535 | Parking | 29,709 | - | (29,709) |
| 540 | Transit Bus System | 6,426,924 | 601,423 | (5,825,501) |
| 545 | Airport | 10,829,015 | 7,505,699 | (3,323,316) |
| 550 | Genoveva Chavez Community Ctr | 50,000 | 50,000 | - |
| 620 | Services to Other Departments | 1,187,000 | 1,187,000 | - |
| 800 | Buckman Direct Diversion | 10,447,366 | 10,447,366 | - |
| 810 | SF Solid Waste Mgmt Agency | 14,773,742 | 14,087,771 | (685,971) |
| 811 | SWMA Equip Replacement Fund | 1,560,000 | 1,300,000 | (260,000) |
| 812 | SWMA Gas Collection Reserve | - | 325,000 | 325,000 |
| 813 | SWMA Cell Developmt Reserve | - | 300,000 | 300,000 |
| 815 | SWMA Closure/Post-Closure Reserve | - | 175,000 | 175,000 |
| 816 | SWMA CIP Fund | - | 500,000 | 500,000 |
| ***QUARTERLY TOTAL - ALL FUNDS*** | | ***$ 210,011,067*** | ***$ 95,979,482*** | ***$ (114,031,585)*** |

**FIR No. 10637.1**

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2024/2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 11/15/2024 Phone: (505) 955-6177

Reviewed by City Attorney:  Date: Nov 22, 2024

Reviewed by Finance Director: Emily K. Oster Date: Nov 22, 2024

**Summary:**
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request Department of Finance Authority to approve First Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

**Departments Affected:**
Various.

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None.

**Performance and Administrative Implications:**
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

**Fiscal Implications:**
See Resolution, Exhibit A –City of Santa Fe 1st Quarter FY 2024-25 Budget Amendments.

**Fiscal Impact**
_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 25 | FYE 26 | FYE 27 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ † | $ 0 | $ 0 | N | NR | † | |
| Capital Outlay | $ † | $ 0 | $ 0 | N | NR | † | |
| Contractual/ Professional Services | $ † | $ 0 | $ 0 | | | † | |
| Operating | $ † | $ 0 | $ 0 | | | † | |
| Total: | $ † | $ 0 | $ 0 | | | † | $ † |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:**

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

**Revenue**

| Revenue Type | FYE 25 | FYE 26 | FYE 27 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ † | $ 0 | $ 0 | NR | † |
| Special Revenue | $ † | $ 0 | $ 0 | NR | † |
| CIP | $ † | $ 0 | $ 0 | NR | † |
| Enterprise | $ † | $ 0 | $ 0 | NR | † |
| Internal Service | $ † | $ 0 | $ 0 | NR | † |
| Trust & Agency | $ † | $ 0 | $ 0 | NR | † |
| Federal | $ † | $ 0 | $ 0 | NR | † |
| Other | $ † | $ 0 | $ 0 | NR | † |
| Total | $ † | $ 0 | $ 0 | | |

**Revenue Narrative:**

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

**Signature:** Andy Hopkins

**Email:** ajhopkins@santafenm.gov

**Signature:**

**Email:** cfmartinez@santafenm.gov

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2024-__**

**INTRODUCED BY:**

Councilor Amanda Chavez

**A RESOLUTION**

**ASSIGNING AUTHORIZED OFFICERS AND AGENTS FOR GRANT AGREEMENT NUMBER SAP 22-G2419-STB FOR THE PLAN, DESIGN, AND CONSTRUCTION OF IMPROVEMENTS ON JEMEZ ROAD.**

**WHEREAS,** in the Laws of 2022, Chapter 52, Section 22, Subsection 118, the Legislature made an appropriation to the New Mexico Environment Department ("NMED"), funds from which NMED is making available to the City of Santa Fe ("Grantee") through Grant Agreement, number SAP 22-G2419-STB ("Agreement"), incorporated as Attachment A, in the amount of four hundred thousand dollars ($400,000), to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road, to improve residential septic systems in the city of Santa Fe, in Santa Fe County; and

**WHEREAS,** Article X.B.(v) of the Agreement states that, the "Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and as is described in Article III of the agreement (Attachment A), the

signatories identified in the resolution "will be the contact and signatory for all disbursements and Notices of Obligation".

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that,

1) Alan Webber, Mayor, or successor(s) is the City's official authorized to sign the Agreement for this Project once approved by the Governing Body of the City of Santa Fe;
2) Stan Holland, Wastewater Division Engineer, or successor(s), is the Official Representative who is authorized to sign all other documents necessary to fulfill the Agreement and the requirements (Disbursements and Notices of Obligation) and to act as the Project contact;
**3)** Felicity Fonseca, Community Development Director, North Central New Mexico Economic Development District or successor(s) is the Fiscal Agent who is authorized to sign Disbursements.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

**STATE OF NEW MEXICO**
**DEPARTMENT OF ENVIRONMENT**
**FUND CAPITAL APPROPRIATION PROJECT**
**JEMEZ RD CONSTRUCT**
**SAP 22-G2419-STB**

**THIS AGREEMENT** between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe, hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

## RECITALS

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 22, Subsection 118, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS,** NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

## 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:

SAP 22-G2419-STB $400,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2022, Chapter 53, Section 22, Subsection 118, Four Hundred Thousand Dollars, ($400,000.00), for:

to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county

The Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars, $400,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, No Dollars, $0.00, which equals Four Hundred Thousand Dollars, $400,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

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." The Special Conditions Attachment may set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If the Special Conditions Attachment imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Attachment shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

**a.** The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

## ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

For all matters related to this Agreement, the Grantee designates their official representative(s) or successor, in their Signatory Resolution, as required in Article X. B. (v). The official representative will be the contact and signatory for all disbursements and Notices of Obligation.

If applicable, the Grantee designates an Alternative Fiscal Agent in the Signatory Resolution as required in Article X. B. (v), and in the Alternative

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

**NMED Program Administrator**
Name: Paulette Ortiz
Email: paulette.ortiz@env.nm.gov
Telephone: 505-670-3583

**NMED Project Manager**
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone: 505-222-9568

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, 2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## ARTICLE V. EARLY TERMINATION

**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## ARTICLE VIII. REPORTS

**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**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) Twenty (20) days from date of Early Termination; or

(iii) **Twenty (20) days from the Reversion Date**.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages

and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with

respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

## ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The 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 Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the 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 New Mexico Environment Department Grant Agreement. Should the NMED early terminate the grant agreement, the 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 Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);

3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;

2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. ]OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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.

**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

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

**New Mexico Environment Department**

_____
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

__See Previous Page_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2024 13:31 MDT)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

SAMPLE

**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
## SAMPLE EXHIBIT 2

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project JEMEZ RD CONSTRUCT SAP 22-G2419-STB
Grantee Santa Fe
Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

---

Official Representative, Signed Name, Printed Name, Date

**TECHNICAL REQUIREMENTS**
**NEW MEXICO ENVIRONMENT DEPARTMENT**
**CAPITAL OUTLAY**

**ARTICLE 1 REVIEW**

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees exceed $60,000, excluding gross receipt taxes, the Grantee is required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the Request for Proposals (RFP) package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)

C. If these grant funds are used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project record. The grantee has the option of using the NMED engineering agreement. In any case all engineering agreements must include the non-appropriation and termination clauses required by DFA in all agreements funded by capital outlay.

D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required.

E. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for the project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter **from the Grantee** stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

F. A site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

G. If grant funds are to be used for the purchase or acquisition of real property as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser selected through applicable procurement procedures.

H. The Grantee will submit the proof of advertisement, recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.

I. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement of construction costs. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

J. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

K. All daily construction inspection reports shall be made available to the NMED upon request.

L. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

M. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.

N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

## ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the

owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

**ARTICLE 3 CLOSEOUT**

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

Rev. May 2023

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

# NMED DISBURSEMENT REQUEST

## SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

| | PREVIOUS EXPENDITURES | | CURRENT EXPENDITURES | | CUMULATIVE | | FUNDS REMAINING | |
|---|---|---|---|---|---|---|---|---|
| | NMED PROGRAM | OTHER FUNDS | NMED PROGRAM | OTHER FUNDS | NMED PROGRAM | OTHER FUNDS | NMED PROGRAM | OTHER FUNDS |
| **Engineer Fees** | | | | | | | | |
| *Other Professional* | | | | | | | | |
| **Service Fees** | | | | | | | | |
| **Inspection Fees** | | | | | | | | |
| **Property Acquisition** | | | | | | | | |
| **Construction Cost** | | | | | | | | |
| **Planning Cost** | | | | | | | | |
| **Equipment** | | | | | | | | |
| **Other Costs (specify)** | | | | | | | | |
| **Contingencies** | | | | | | | | |
| **TOTAL** | | | | | | | | |

| | | | |
|---|---|---|---|
| Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement. | | Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid. | |

**Certification**: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; 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.

| Signature of Official Representative: | Typed or Printed Name: | Phone: | Date: |
|---|---|---|---|
| X | | | |
| **Signature of Fiscal Agent if appliable:** | **Typed or Printed Name:** | **Phone:** | **Date:** |
| X | | | |

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)**

**Resolution Number**

**Whereas,** the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**Whereas,** the Agreement is identified as Project Number SAP _____

**NOW THEREFORE, BE IT RESOLVED** by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Officer Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Budget & Formulation Management System (BFM) contact who is designated to update the BFM database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

If a Fiscal Agent is required:
(Fiscal Agent Representative Name and Title) or successor, is the FISCAL AGENT and is authorized to sign Disbursements.
**PASSED, APPROVED, AND ADOPTED: _____.**

**Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility**

_____ _____

**(Signature)** **Date**

**(SEAL)**

**ATTEST:**

_____

**(Municipal Clerk)**

**Name of Grantee: _____ Project Number: _____**

**Current Authorized Signatures** (submit with Signature Resolution; update when necessary)

| **Authorized to Sign Grant Agreement** | |
|---|---|
| Name | |
| Title | |
| Signature | |
| Address | |
| Email | |
| Phone | |

| **Official Representatives authorized to sign Disbursement Requests and All Other Documents,** | |
|---|---|
| Name | |
| Title | |
| Signature | |
| Address | |
| Email | |
| Phone | |

| **Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact** | |
|---|---|
| Name | |
| Title | |
| Signature | |
| Address | |
| Email | |
| Phone | |

| **Designated Agent or Employee that will make Quarterly BFM Updates** | |
|---|---|
| Name | |
| Title | |
| Signature | Signature Not Required |
| Address | |
| Email | |
| Phone | |

| **Designated Agent or Employee that will make Quarterly BFM Updates** | |
|---|---|
| Name | |
| Title | |
| Signature | Signature Not Required |

| | |
|---|---|
| Address | |
| Email | |
| Phone | |

# CITY OF SANTA FE

## Memorandum

**Date:** November 4, 2024

**To:** Governing Body, Public Works and Utilities Committee, Finance Committee

**From:** Sean Moody, Public Works Capital Projects Manager SM

**Via:** Regina Wheeler, Public Works Department Director RW

**RE:** Authorizing Signatories for New Mexico Environment Department Grant Agreement – Grant Agreement Number SAP 22-G2419-STB

---

**EXECUTIVE SUMMARY:**

The Resolution designates a project contact and signature authority for the agreement and request for payment forms for Grant Agreement Number SAP 22-G2419-STB with the New Mexico Environment Department ("NMED"). The Grant Agreement makes available four hundred thousand dollars ($400,000.00) appropriated by the State of New Mexico Legislature to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road, to improve residential septic systems in the city of Santa Fe.

**BACKGROUND:**

The New Mexico Environment Department, through Article X. B. (v) of Grant Agreement Number SAP 22-G2419-STB, requires the City of Santa Fe, as the grantee, to agree that the Governing Body has duly adopted, as an official act, a resolution, motion, or similar action in order to receive the grant funding. Additionally, Article III of the agreement states that the resolution will identify who will act as the contact and signatory for request for payment forms related to the agreement. Adoption of this Resolution will satisfy this requirement, allowing the City to enter into the grant agreement.

**ATTACHMENTS:**
Resolution
FIR

**FIR No. 10629**

**FISCAL IMPACT REPORT**

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Authorized Officers and Agents for SAP 22-G2419-STB

**Sponsor(s):** Councilor Amanda Chavez

**Reviewing Department(s):** Public Works Department

**Staff Completing FIR:** Regina Wheeler, Public Works Director

**Date:** 11/5/202 **Phone:** (505) 690-4197

**Reviewed by City Attorney:** _____ **Date:** Nov 8, 2024

**Reviewed by Finance Director:** Emily K. Oster **Date:** Nov 8, 2024

**Summary:**
This Resolution assigns authorized representatives and agents for Grant Agreement Number SAP 22-G2419-STB with the New Mexico Environment Department Fund ("NMED"). The Grant Agreement makes available four hundred thousand dollars ($400,000.00) appropriated by the State of New Mexico Legislature, to plan, design, and construct improvements on Jemez Road including a sewer line south of Airport Road. Adoption of this Resolution satisfies the Grant Agreement's requirement that the governing body must duly adopt or pass an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee, the City of Santa Fe, to sign the agreement and to sign requests for payment.

**Departments Affected:**
Public Works Department.

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, the City will not receive the grant totaling four hundred thousand dollars ($400,000) from NMED, meaning the City of Santa Fe will not receive the funding needed to complete the plan, design, and construction for improvements on Jemez Road, which include a sewer line south of Airport Road.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None.

**Performance and Administrative Implications:**
The plan, design, and construction of the project associated with this Grant Agreement will be undertaken by City of Santa Fe's Department of Public Utilities and the grant will be administered with support from the City's Public Works Department.

**Fiscal Implications:**
None.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2025 | FYE 2026 | FYE 2027 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ 200,000 | $ 200,000 | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**Expenditure Narrative:**

Design and construction of sewer trunk line extension.

**Revenue**

| Revenue Type | FYE 2025 | FYE 2026 | FYE 2027 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $400,000 | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

Legislative grant via NMED provides this funding

**Signature:**

**Email:** rawheeler@santafenm.gov

**Signature:**

**Email:** sxmoody@santafenm.gov

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2024-__
**SAP 22G2419-STB Authorizing the Assignments of Officers and Agents**

**Mayor and Members of the City Council:**

**In relation to Resolution No. 2024-__:**

**ASSIGNING AUTHORIZED OFFICERS AND AGENTS FOR GRANT AGREEMENT NUMBER SAP 22-G2419-STB FOR THE PLAN, DESIGN, AND CONSTRUCTION OF IMPROVEMENTS ON JEMEZ ROAD.**

**I intend to propose the following amendment(s)**

1. On page 2, line 2, ***delete*** the period and replace with ";and".
2. On page 2, line 3, ***insert*** the following paragraphs:

   **WHEREAS,** in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations; and

   **WHEREAS,** as a result of DFA's position, the City entered into an intergovernmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023.

3. On page 2, line 10 ***delete*** "Disbursements" and ***replace*** with "Requests for Payment".
4. On page 2, line 14 ***delete*** "Disbursements" and ***replace*** with "Requests for Payment submitted by the City to the State pursuant to Article IX of the Agreement and Attachment B".
5. After "ATTACHMENT A", ***insert*** "ATTACHMENT B", which is attached to this amendment sheet.

**This amendment WILL change the caption. _____**

**This amendment WILL NOT change the caption. __x___**

Respectfully submitted,

_____
Amanda Chavez, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

10629.1(A)

ADOPTED: X
NOT ADOPTED: _____
DATE: 12/02/2024, Public Works and Utilities Committee

_____
ANDRÉA SALAZAR, City Clerk

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

---

**WHEREAS,** the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

**WHEREAS,** NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

**WHEREAS,** City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

**NOW, THEREFORE**, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

**A. PURPOSE**

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

| ApprID | Leg. Session | Appropriation Title | Year | Ch | Sect | Agency | | Amount | Project Description |
|---|---|---|---|---|---|---|---|---|---|
| F2900 | 2021 | SANTA FE PARKS UPGRADE | 2021 | 138 | 29/341 | 341 | Finance & Administration | 1,000,000 | to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county; |
| F2902 | 2021 | SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT | 2021 | 138 | 29/343 | 341 | Finance & Administration | 300,000 | to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county; |
| F2903 | 2021 | SANTA FE MIDTOWN INFRA DES CONSTRUCT | 2021 | 138 | 29/344 | 341 | Finance & Administration | 1,000,000 | to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county; |
| F2899 | 2021 | SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE | 2021 | 138 | 29/340 | 341 | Finance & Administration | 250,000 | to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county; |
| F2901 | 2021 | SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT | 2021 | 138 | 29/342 | 341 | Finance & Administration | 1,805,000 | to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county; |

Other projects may be included as agreed upon in writing and by amendment between the Parties.

**B. SCOPE OF WORK**

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

**C. TIMEFRAME**

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

**D. COMPENSATION:**

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

**E. RECORDS AND RECOVERY:**

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

**F. ACCESS TO INFORMATION**

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

**G. OWNERSHIP OF PROJECTS**

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

**H. LIMITATION OF LIABILITY**

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

**I. MODIFICATION AND TERMINATION**

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

**J. CERTIFICATION**

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

**K. ADEQUATE APPROPRIATIONS**

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

**L. PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

**N. DISPUTE RESOLUTION**

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

**O. BREACH AND DEFAULT**

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

**P. ASSIGNMENT**

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Item #24-0132

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**Intergovernmental Service Agreement**
**ITEM#23-0688**

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
**GB MTG 03/13/2024** XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

# EXHIBIT A

| Approp ID | Leg. Session | Appropriation Title | Approp. Amount | Reversion Date | Agency | Bond Series |
|---|---|---|---|---|---|---|
| 22-G2419 | 2022 | Jemez Road Construction | $ 400,000 | 6/30/2026 | NMED | STB23SC |
| 22-G3010 | 2022 | SF Fire Fleet Equip / Upgrade Improv | $ 120,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3012 | 2022 | Harrison Rd Improve Construct | $ 100,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3016 | 2022 | Homebound Meals Program Improve | $ 200,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3017 | 2022 | Midtown Property Infra Improve | $ 1,100,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3018 | 2022 | SWAN Park Phase 2 Construct | $ 380,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3019 | 2022 | Tierra Contenta Trail Improve | $ 300,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3165 | 2022 | Median Beautify Phase 1 Design | $ 1,170,000 | 6/30/2026 | DOT | STB23SC |
| 22-G3169 | 2022 | Governor Miles Rd. Construct | $ 300,000 | 6/30/2026 | DOT | STB23SC |
| 22-G3170 | 2022 | Pacheco Street Improve | $ 150,000 | 6/30/2026 | DOT | STB23SC |
| G22-5353 | 2022 | Mary Esther Gonzales Senior Ctr- Equip | $ 235,630 | 6/30/2026 | ALTSD | STB22SC- GO Bonds |
| G22-5354 | 2022 | Pasatiemo Senior Ctr- Equip | $ 65,805 | 6/30/2026 | ALTSD | STB22SC- GO Bonds |
| 23-H3200 | 2023 | Santa Fe Building Upgrade | $ 210,000 | 6/30/2027 | DFA | General Fund |
| 23-H3201 | 2023 | SF Fire Station #2 Construction | $ 3,995,000 | 6/30/2027 | DFA | General Fund |
| 23-H3202 | 2023 | SF Homebound Meals Faculty Ren | $ 200,000 | 6/30/2027 | DFA | General Fund |
| 23-H3203 | 2023 | SF Midtown Infa. Improvement | $ 4,900,000 | 6/30/2027 | DFA | General Fund |
| 23-H3204 | 2023 | SF Muni Rec Sports Cmplx Field Const. | $ 50,000 | 6/30/2027 | DFA | General Fund |
| 23-H3205 | 2023 | SF Pickleball Cmplx Ft. Marcy Constr. | $ 650,000 | 6/30/2027 | DFA | General Fund |
| 23-H3206 | 2023 | SF SWAN Park Phase 2 Improvement | $ 2,400,000 | 6/30/2027 | DFA | General Fund |
| 23-H3207 | 2023 | SF Water History Park Improvement | $ 350,000 | 6/30/2027 | DFA | General Fund |
| 23-H3359 | 2023 | Governor Miles Road Improvement | $ 210,000 | 6/30/2027 | DOT | General Fund |
| 23-H3360 | 2023 | Pacheco Street Improvement | $ 350,000 | 6/30/2027 | DOT | General Fund |

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**Intergovernmental Service Agreement**
**ITEM#23-0688**

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

# EXHIBIT B

| | | | |
|---|---|---|---|
| 23-ZH9298 | for Santa Fe to purchase security cameras and security systems at municipal parks | $ | 95,000.00 |
| 23-ZH9300 | to purchase equipment and to provide arson investigation training to fire department three in Santa Fe | $ | 125,000.00 |
| 23-ZH9401 | for sanitization and deep cleaning of all municipal swimming pools in Santa Fe | $ | 75,000.00 |

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**Intergovernmental Service Agreement**
**ITEM#23-0688**

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

# EXHIBIT A

| Approp ID | Leg. Session | Appropriation Title | Approp. Amount | Reversion Date | Funding Agency | Funding Source |
|---|---|---|---|---|---|---|
| I2455 | 2024 | Paseo Real Wastewater Facility | $1,600,000 | 30-Jun-28 | NMED | General Fund |
| I2457 | 2024 | Jemez Rd Sewer | $210,000 | 30-Jun-28 | NMED | General Fund |
| I2458 | 2024 | Vereda de Velencia WWater | $160,000 | 30-Jun-2028 | NMED | General Fund |
| I3023 | 2024 | Police Dept. Equipment Purchase | $250,000 | 30-Jun-2026 | DFA | General Fund |
| I3134 | 2024 | Fire Stn 2 Construct | $250,000 | 30-Jun-2028 | DFA | General Fund |
| I3136 | 2024 | Soccer Valley MRC Construct | $3,425,000 | 30-Jun-2028 | DFA | General Fund |
| I3138 | 2024 | Los Prados Park | $438,000 | 30-Jun-2028 | DFA | General Fund |
| I3141 | 2024 | Fire SCBA Equip Purchase | $250,000 | 30-Jun-2026 | DFA | General Fund |
| I3142 | 2024 | Ft Marcy Park Ren | $5,000,000 | 30-Jun-2028 | DFA | General Fund |
| I3143 | 2024 | Permanent and Transitional Housing | $400,000 | 30-Jun-2028 | DFA | General Fund |
| I3144 | 2024 | Railyard Bldg. Upgrade | $100,000 | 30-Jun-2028 | DFA | General Fund |
| I3145 | 2024 | Railyard Multipurpose Bldg | $175,000 | 30-Jun-2028 | DFA | General Fund |
| I3146 | 2024 | Regional Airport Phase 2 Improve | $2,000,000 | 30-Jun-2028 | DFA | General Fund |
| I3147 | 2024 | River Park Pedestrian Bridge | $240,000 | 30-Jun-2028 | DFA | General Fund |
| I3318 | 2024 | NM599-Airport Access Road | $4,500,000 | 30-Jun-2028 | NMDOT | General Fund |
| I3319 | 2024 | Rufina St. & Lopez Lane Intersection | $50,000 | 30-Jun-2028 | NMDOT | General Fund |
| I3320 | 2024 | Paseo del Sol Extension | $50,000 | 30-Jun-2028 | NMDOT | General Fund |
| I3321 | 2024 | St. Michael's Rail Trail Underpass | $100,000 | 30-Jun-2028 | NMDOT | General Fund |
| I4219 | 2024 | El Museo Improvements | $126,950 | 30-Jun-2026 | DFA | Severance Tax Bond |
| I4220 | 2024 | Homebound Meals | $100,000 | 30-Jun-2028 | DFA | General Fund |
| I4221 | 2024 | Municipal Court Renovations | $29,843 | 30-Jun-2028 | DFA | General Fund |
| I4222 | 2024 | Supportive Housing | $844,470 | 30-Jun-2026 | DFA | General Fund |

# Amendment A - SAP 22-G2419-STB - Authorizing the Assignment of Officers and Agents

Interim Agreement Report 2024-12-02

| | |
|---|---|
| Created: | 2024-12-02 |
| By: | Marci Eannarino (maeannarino@santafenm.gov) |
| Status: | Out for Signature |
| Transaction ID: | CBJCHBCAABAAz4rChzWzJot9LriQljcKOkVdvLvIZzZt |

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.

## "Amendment A - SAP 22-G2419-STB - Authorizing the Assignment of Officers and Agents" History

Document created by Marci Eannarino (maeannarino@santafenm.gov)
2024-12-02 - 4:57:24 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2024-12-02 - 4:59:00 PM GMT

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2024-12-02 - 5:10:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2024-12-02 - 5:11:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to acchavez@santafenm.gov for signature
2024-12-02 - 5:11:18 PM GMT

Email viewed by acchavez@santafenm.gov
2024-12-02 - 5:26:42 PM GMT- IP address: 174.234.206.126

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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2024-__**

**INTRODUCED BY:**

Councilor Amanda Chavez

RED – Amendment A Chavez

**A RESOLUTION**

**ASSIGNING AUTHORIZED OFFICERS AND AGENTS FOR GRANT AGREEMENT NUMBER SAP 22-G2419-STB FOR THE PLAN, DESIGN, AND CONSTRUCTION OF IMPROVEMENTS ON JEMEZ ROAD.**

**WHEREAS,** in the Laws of 2022, Chapter 52, Section 22, Subsection 118, the Legislature made an appropriation to the New Mexico Environment Department ("NMED"), funds from which NMED is making available to the City of Santa Fe ("Grantee") through Grant Agreement, number SAP 22-G2419-STB ("Agreement"), incorporated as Attachment A, in the amount of four hundred thousand dollars ($400,000), to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road, to improve residential septic systems in the city of Santa Fe, in Santa Fe County; and

**WHEREAS,** Article X.B.(v) of the Agreement states that, the "Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and as is described in Article III of the agreement (Attachment A), the

signatories identified in the resolution "will be the contact and signatory for all disbursements and Notices of Obligation"~~.~~; and

**WHEREAS,** in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations; and

**WHEREAS,** as a result of the DFA's position, the City entered into an intergovernmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that,

1) Alan Webber, Mayor, or successor(s) is the City's official authorized to sign the Agreement for this Project once approved by the Governing Body of the City of Santa Fe;
2) Stan Holland, Wastewater Division Engineer, or successor(s), is the Official Representative who is authorized to sign all other documents necessary to fulfill the Agreement and the requirements (~~Disbursements~~ Requests for Payment and Notices of Obligation) and to act as the Project contact;
3) Felicity Fonseca, Community Development Director, North Central New Mexico Economic Development District or successor(s) is the Fiscal Agent who is authorized to sign ~~Disbursements~~ Requests for Payment submitted by the City to the State pursuant to Article IX of the Agreement and Attachment B.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

**STATE OF NEW MEXICO**
**DEPARTMENT OF ENVIRONMENT**
**FUND CAPITAL APPROPRIATION PROJECT**
**JEMEZ RD CONSTRUCT**
**SAP 22-G2419-STB**

**THIS AGREEMENT** between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe, hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

## RECITALS

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 22, Subsection 118, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS,** NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

## 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:

SAP 22-G2419-STB $400,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2022, Chapter 53, Section 22, Subsection 118, Four Hundred Thousand Dollars, ($400,000.00), for:

to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county

The Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars, $400,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, No Dollars, $0.00, which equals Four Hundred Thousand Dollars, $400,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

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." The Special Conditions Attachment may set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If the Special Conditions Attachment imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Attachment shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

**a.** The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

## ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

For all matters related to this Agreement, the Grantee designates their official representative(s) or successor, in their Signatory Resolution, as required in Article X. B. (v). The official representative will be the contact and signatory for all disbursements and Notices of Obligation.

If applicable, the Grantee designates an Alternative Fiscal Agent in the Signatory Resolution as required in Article X. B. (v), and in the Alternative

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

**NMED Program Administrator**
Name: Paulette Ortiz
Email: paulette.ortiz@env.nm.gov
Telephone: 505-670-3583

**NMED Project Manager**
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone: 505-222-9568

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, 2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## ARTICLE V. EARLY TERMINATION

**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## ARTICLE VIII. REPORTS

**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**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 ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) **Twenty (20) days from the Reversion Date**.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages

and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with

respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

## ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

## ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

## ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

## ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

## ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The 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 Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the 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 New Mexico Environment Department Grant Agreement. Should the NMED early terminate the grant agreement, the 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 Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);

3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;

2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. ]OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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.

**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

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

**New Mexico Environment Department**

_____
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

__See Previous Page_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2024 13:31 MDT)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

SAMPLE

**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
## SAMPLE EXHIBIT 2

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project JEMEZ RD CONSTRUCT SAP 22-G2419-STB
Grantee Santa Fe
Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

---

Official Representative, Signed Name, Printed Name, Date

**TECHNICAL REQUIREMENTS**
**NEW MEXICO ENVIRONMENT DEPARTMENT**
**CAPITAL OUTLAY**

**ARTICLE 1 REVIEW**

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees exceed $60,000, excluding gross receipt taxes, the Grantee is required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the Request for Proposals (RFP) package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)

C. If these grant funds are used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project record. The grantee has the option of using the NMED engineering agreement. In any case all engineering agreements must include the non-appropriation and termination clauses required by DFA in all agreements funded by capital outlay.

D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required.

E. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for the project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter **from the Grantee** stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

F. A site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

G. If grant funds are to be used for the purchase or acquisition of real property as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser selected through applicable procurement procedures.

H. The Grantee will submit the proof of advertisement, recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.

I. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement of construction costs. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

J. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

K. All daily construction inspection reports shall be made available to the NMED upon request.

L. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

M. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.

N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

**ARTICLE 2 NMED OVERSIGHT**

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the

owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

**ARTICLE 3 CLOSEOUT**

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

Rev. May 2023

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

# NMED DISBURSEMENT REQUEST

## SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

| | PREVIOUS EXPENDITURES | | CURRENT EXPENDITURES | | CUMULATIVE | | FUNDS REMAINING | |
|---|---|---|---|---|---|---|---|---|
| | NMED PROGRAM | OTHER FUNDS | NMED PROGRAM | OTHER FUNDS | NMED PROGRAM | OTHER FUNDS | NMED PROGRAM | OTHER FUNDS |
| **Engineer Fees** | | | | | | | | |
| *Other Professional* | | | | | | | | |
| **Service Fees** | | | | | | | | |
| **Inspection Fees** | | | | | | | | |
| **Property Acquisition** | | | | | | | | |
| **Construction Cost** | | | | | | | | |
| **Planning Cost** | | | | | | | | |
| **Equipment** | | | | | | | | |
| **Other Costs (specify)** | | | | | | | | |
| **Contingencies** | | | | | | | | |
| **TOTAL** | | | | | | | | |

| | | | |
|---|---|---|---|
| Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement. | | Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid. | |

**Certification**: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; 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.

| Signature of Official Representative: | Typed or Printed Name: | Phone: | Date: |
|---|---|---|---|
| X | | | |
| **Signature of Fiscal Agent if appliable:** | **Typed or Printed Name:** | **Phone:** | **Date:** |
| X | | | |

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)**

**Resolution Number**

**Whereas,** the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

**Whereas,** the Agreement is identified as Project Number SAP _____

**NOW THEREFORE, BE IT RESOLVED** by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Officer Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Budget & Formulation Management System (BFM) contact who is designated to update the BFM database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

If a Fiscal Agent is required:
(Fiscal Agent Representative Name and Title) or successor, is the FISCAL AGENT and is authorized to sign Disbursements.
**PASSED, APPROVED, AND ADOPTED: _____.**

**Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility**

_____ _____

**(Signature)** **Date**

**(SEAL)**

**ATTEST:**

_____

**(Municipal Clerk)**

**Name of Grantee: _____ Project Number: _____**

**Current Authorized Signatures** (submit with Signature Resolution; update when necessary)

| **Authorized to Sign Grant Agreement** | |
|---|---|
| Name | |
| Title | |
| Signature | |
| Address | |
| Email | |
| Phone | |

| **Official Representatives authorized to sign Disbursement Requests and All Other Documents,** | |
|---|---|
| Name | |
| Title | |
| Signature | |
| Address | |
| Email | |
| Phone | |

| **Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact** | |
|---|---|
| Name | |
| Title | |
| Signature | |
| Address | |
| Email | |
| Phone | |

| **Designated Agent or Employee that will make Quarterly BFM Updates** | |
|---|---|
| Name | |
| Title | |
| Signature | Signature Not Required |
| Address | |
| Email | |
| Phone | |

| **Designated Agent or Employee that will make Quarterly BFM Updates** | |
|---|---|
| Name | |
| Title | |
| Signature | Signature Not Required |

| | |
|---|---|
| Address | |
| Email | |
| Phone | |

Incorporated as part of Amendment A

# Attachment B

Item #23-0688

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

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**WHEREAS,** the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

**WHEREAS,** NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

**WHEREAS,** City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

**NOW, THEREFORE**, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

## A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

| ApprID | Leg. Session | Appropriation Title | Year | Ch | Sect | Agency | | Amount | Project Description |
|---|---|---|---|---|---|---|---|---|---|
| F2900 | 2021 | SANTA FE PARKS UPGRADE | 2021 | 138 | 29/341 | 341 | Finance & Administration | 1,000,000 | to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county; |
| F2902 | 2021 | SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT | 2021 | 138 | 29/343 | 341 | Finance & Administration | 300,000 | to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county; |
| F2903 | 2021 | SANTA FE MIDTOWN INFRA DES CONSTRUCT | 2021 | 138 | 29/344 | 341 | Finance & Administration | 1,000,000 | to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county; |
| F2899 | 2021 | SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE | 2021 | 138 | 29/340 | 341 | Finance & Administration | 250,000 | to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county; |
| F2901 | 2021 | SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT | 2021 | 138 | 29/342 | 341 | Finance & Administration | 1,805,000 | to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county; |

Other projects may be included as agreed upon in writing and by amendment between the Parties.

**B. SCOPE OF WORK**

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

**C. TIMEFRAME**

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

**D. COMPENSATION:**

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

**E. RECORDS AND RECOVERY:**

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

**F. ACCESS TO INFORMATION**

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

**G. OWNERSHIP OF PROJECTS**

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

**H. LIMITATION OF LIABILITY**

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

**I. MODIFICATION AND TERMINATION**

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

**J. CERTIFICATION**

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

**K. ADEQUATE APPROPRIATIONS**

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

**L. PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

**N. DISPUTE RESOLUTION**

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

**O. BREACH AND DEFAULT**

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

**P. ASSIGNMENT**

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Item #24-0132

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**Intergovernmental Service Agreement**
**ITEM#23-0688**

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
**GB MTG 03/13/2024** XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

# EXHIBIT A

| Approp ID | Leg. Session | Appropriation Title | Approp. Amount | Reversion Date | Agency | Bond Series |
|---|---|---|---|---|---|---|
| 22-G2419 | 2022 | Jemez Road Construction | $ 400,000 | 6/30/2026 | NMED | STB23SC |
| 22-G3010 | 2022 | SF Fire Fleet Equip / Upgrade Improv | $ 120,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3012 | 2022 | Harrison Rd Improve Construct | $ 100,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3016 | 2022 | Homebound Meals Program Improve | $ 200,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3017 | 2022 | Midtown Property Infra Improve | $ 1,100,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3018 | 2022 | SWAN Park Phase 2 Construct | $ 380,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3019 | 2022 | Tierra Contenta Trail Improve | $ 300,000 | 6/30/2026 | DFA | STB23SC |
| 22-G3165 | 2022 | Median Beautify Phase 1 Design | $ 1,170,000 | 6/30/2026 | DOT | STB23SC |
| 22-G3169 | 2022 | Governor Miles Rd. Construct | $ 300,000 | 6/30/2026 | DOT | STB23SC |
| 22-G3170 | 2022 | Pacheco Street Improve | $ 150,000 | 6/30/2026 | DOT | STB23SC |
| G22-5353 | 2022 | Mary Esther Gonzales Senior Ctr- Equip | $ 235,630 | 6/30/2026 | ALTSD | STB22SC- GO Bonds |
| G22-5354 | 2022 | Pasatiemo Senior Ctr- Equip | $ 65,805 | 6/30/2026 | ALTSD | STB22SC- GO Bonds |
| 23-H3200 | 2023 | Santa Fe Building Upgrade | $ 210,000 | 6/30/2027 | DFA | General Fund |
| 23-H3201 | 2023 | SF Fire Station #2 Construction | $ 3,995,000 | 6/30/2027 | DFA | General Fund |
| 23-H3202 | 2023 | SF Homebound Meals Faculty Ren | $ 200,000 | 6/30/2027 | DFA | General Fund |
| 23-H3203 | 2023 | SF Midtown Infa. Improvement | $ 4,900,000 | 6/30/2027 | DFA | General Fund |
| 23-H3204 | 2023 | SF Muni Rec Sports Cmplx Field Const. | $ 50,000 | 6/30/2027 | DFA | General Fund |
| 23-H3205 | 2023 | SF Pickleball Cmplx Ft. Marcy Constr. | $ 650,000 | 6/30/2027 | DFA | General Fund |
| 23-H3206 | 2023 | SF SWAN Park Phase 2 Improvement | $ 2,400,000 | 6/30/2027 | DFA | General Fund |
| 23-H3207 | 2023 | SF Water History Park Improvement | $ 350,000 | 6/30/2027 | DFA | General Fund |
| 23-H3359 | 2023 | Governor Miles Road Improvement | $ 210,000 | 6/30/2027 | DOT | General Fund |
| 23-H3360 | 2023 | Pacheco Street Improvement | $ 350,000 | 6/30/2027 | DOT | General Fund |

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**Intergovernmental Service Agreement**
**ITEM#23-0688**

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

# EXHIBIT B

| | | | |
|---|---|---|---|
| 23-ZH9298 | for Santa Fe to purchase security cameras and security systems at municipal parks | $ | 95,000.00 |
| 23-ZH9300 | to purchase equipment and to provide arson investigation training to fire department three in Santa Fe | $ | 125,000.00 |
| 23-ZH9401 | for sanitization and deep cleaning of all municipal swimming pools in Santa Fe | $ | 75,000.00 |

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**Intergovernmental Service Agreement**
**ITEM#23-0688**

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT 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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

# EXHIBIT A

| Approp ID | Leg. Session | Appropriation Title | Approp. Amount | Reversion Date | Funding Agency | Funding Source |
|---|---|---|---|---|---|---|
| I2455 | 2024 | Paseo Real Wastewater Facility | $1,600,000 | 30-Jun-28 | NMED | General Fund |
| I2457 | 2024 | Jemez Rd Sewer | $210,000 | 30-Jun-28 | NMED | General Fund |
| I2458 | 2024 | Vereda de Velencia WWater | $160,000 | 30-Jun-2028 | NMED | General Fund |
| I3023 | 2024 | Police Dept. Equipment Purchase | $250,000 | 30-Jun-2026 | DFA | General Fund |
| I3134 | 2024 | Fire Stn 2 Construct | $250,000 | 30-Jun-2028 | DFA | General Fund |
| I3136 | 2024 | Soccer Valley MRC Construct | $3,425,000 | 30-Jun-2028 | DFA | General Fund |
| I3138 | 2024 | Los Prados Park | $438,000 | 30-Jun-2028 | DFA | General Fund |
| I3141 | 2024 | Fire SCBA Equip Purchase | $250,000 | 30-Jun-2026 | DFA | General Fund |
| I3142 | 2024 | Ft Marcy Park Ren | $5,000,000 | 30-Jun-2028 | DFA | General Fund |
| I3143 | 2024 | Permanent and Transitional Housing | $400,000 | 30-Jun-2028 | DFA | General Fund |
| I3144 | 2024 | Railyard Bldg. Upgrade | $100,000 | 30-Jun-2028 | DFA | General Fund |
| I3145 | 2024 | Railyard Multipurpose Bldg | $175,000 | 30-Jun-2028 | DFA | General Fund |
| I3146 | 2024 | Regional Airport Phase 2 Improve | $2,000,000 | 30-Jun-2028 | DFA | General Fund |
| I3147 | 2024 | River Park Pedestrian Bridge | $240,000 | 30-Jun-2028 | DFA | General Fund |
| I3318 | 2024 | NM599-Airport Access Road | $4,500,000 | 30-Jun-2028 | NMDOT | General Fund |
| I3319 | 2024 | Rufina St. & Lopez Lane Intersection | $50,000 | 30-Jun-2028 | NMDOT | General Fund |
| I3320 | 2024 | Paseo del Sol Extension | $50,000 | 30-Jun-2028 | NMDOT | General Fund |
| I3321 | 2024 | St. Michael's Rail Trail Underpass | $100,000 | 30-Jun-2028 | NMDOT | General Fund |
| I4219 | 2024 | El Museo Improvements | $126,950 | 30-Jun-2026 | DFA | Severance Tax Bond |
| I4220 | 2024 | Homebound Meals | $100,000 | 30-Jun-2028 | DFA | General Fund |
| I4221 | 2024 | Municipal Court Renovations | $29,843 | 30-Jun-2028 | DFA | General Fund |
| I4222 | 2024 | Supportive Housing | $844,470 | 30-Jun-2026 | DFA | General Fund |

CITY OF SANTA FE

# Memorandum

**Date:** September 17, 2024

**To:** Governing Body, Finance Committee, and Quality of Life Committee

**From:** Sean Moody, Capital Projects Manager

**Via:** Regina Wheeler, Public Works Department
Johanna Nelson, Office of Economic Development Director

**RE:** Allowing Ezee Fiber Texas LLC to operate a telecommunications network within the city of Santa Fe.

---

**EXECUTIVE SUMMARY:**

This Bill would allow Ezee Fiber Texas LLC (the "Applicant") to operate a telecommunications network and to provide telecommunications services to schools, governments (federal, state, City of Santa Fe ("City"), and tribal), commercial and retail customers within the city of Santa Fe limits ("city").

**BACKGROUND:**

SFCC 1987, Section 27-2, the Telecommunications Facilities in the Public Rights-of-Way Ordinance, states that telecommunications networks located within the public rights-of-way shall be authorized by franchise with the City of Santa Fe ("City"). The purpose of the ordinance is to permit competitively neutral and nondiscriminatory access to the public rights-of-way; to manage the public rights-of-way in order to minimize the impact and cost to the citizens of the placement of telecommunications facilities within the publics rights-of-way; to promote competition and encourage universal availability of services; to obtain fair and reasonable compensation for use of the rights-of-way; to minimize the congestion, inconvenience, visual impact, and other adverse effects on the City's public right-of-way; to protect public health, safety, and welfare, and to ensure continued quality of services; and to safeguard the rights of customers.

The Applicant has satisfied all City requirements outlined in SFCC 1987, Section 27-2.2, for obtaining a telecommunications franchise.

As compensation for use of the public's rights-of-way, the Applicant is required to pay the City an infrastructure maintenance franchise fee of two percent (2%) of all gross revenue charged by the

Applicant to service addresses in the city. The term of the franchise is ten (10) years, renewed annually thereafter, unless notification is provided by the Applicant.

**ACTION:**

This Bill requests approval of an ordinance granting Ezee Fiber Texas, LLC, a non-exclusive franchise to operate a telecommunications network within the city; the right to use City public rights-of-way to provide telecommunications services within the city; and fixing the terms and conditions thereof.

**FUNDING SOURCE:**
**Fund Name/Number:** Franchise Fee Fund / 211
**Munis Org Name/Number:** City Manager / 2110041
**Munis Object Name/Number:** Telephone Franchise Tax / 400400

**ATTACHMENTS:**
Bill
Fiscal Impact Report
Memo Attachment – Ezee Fiber Texas LLC Application to Operate

# CITY OF SANTA FE, NEW MEXICO

## APPLICATION FOR TELECOMMUNICATION FRANCHISE

In accordance with Article 27-2 SFCC 1987, the City of Santa Fe (City) recognizes that the provision of telecommunications services is a highly technical enterprise subject to federal, state and local regulation. This application is designed to elicit necessary and required information to support the grant by the City of a franchise permitting use of the City's public rights-of-way for telecommunications facilities to provide telecommunications services.

Completion of this application is mandatory. The application is not considered complete until all questions have been answered and all attachments have been provided. If a specific question does not apply to an applicant, the applicant must enter the words "Not Applicable" or "N/A" in the space provided for an answer, and state why it is not applicable, e.g., "N/A – the proposed telecommunications system does not utilize antennas to transmit signals, but relies instead on a subsurface fiber-optic network." Any "Not Applicable" or "N/A" response not supported by an explanation will result in the application being deemed incomplete.

Every page of this application must be completed, initialed or signed where indicated and submitted to the City's Public Works Director at 500 Market Street Suite 200, Santa Fe, NM 87501, with a copy to the City Attorney's Office, 200 Lincoln Avenue, Santa Fe, NM 87501. The date the application is received in the office of the City's Public Works Director shall be the application date.

Questions regarding this form should be directed to the City of Santa Fe Public Works Director Director, by mail at Post Office Box 909, Santa Fe, NM 87504-0909; by telephone at 505.955.6622; or by e-mail at rawheeler@santafenm.gov .

---

**1. Applicant Information.**

1.1 Form of organization (e.g., corporation, limited liability partnership):

Limited Liability Company

1.2 Legal name (as it appears in organizational documents):

Ezee Fiber Texas, LLC

1.3 State where organized: Delaware

ATTACH COPIES OF CERTIFIED ORGANIZATIONAL DOCUMENTS. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.3**" AND **NUMBER THE PAGES CONSECUTIVELY**.

1.4 Principal place of business: 14850 Woodham Drive

Suite B-105

Houston, TX 77073

1.5 Are you in good standing in the state where organized? ☒Yes ☐ No

IF YES, ATTACH GOOD STANDING CERTIFICATE. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.5**" AND **NUMBER THE PAGES CONSECUTIVELY**.

IF NO, EXPLAIN:

1.6 Principal office in New Mexico: N/A

1.7 Contact:

Name: Carlos Rosas

Title: SVP/GM - Southwest Region

Address:

Telephone:

Fax

Mobile 919-943-7140

E-mail carlos.rosas@ezeefiber.com

1.8 Are you acting as an agent? ☐Yes ☒No

If you are acting as an agent, disclose the following information for each of your principals (IF YOU HAVE MULTIPLE PRINCIPALS, USE COPIES OF THIS AND THE FOLLOWING PAGE TO PROVIDE THE REQUIRED INFORMATION AND ATTACH THE COMPLETED PAGES. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.8**" AND NUMBER THE PAGES CONSECUTIVELY.)

1.9 Form of organization (e.g., corporation, limited liability partnership):

1.10 Legal name (as it appears in organizational documents):

1.11 State where organized:

ATTACH COPIES OF CERTIFIED ORGANIZATIONAL DOCUMENTS. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.11**", **NUMBER THE PAGES CONSECUTIVELY**.

1.12 Principal place of business: Currently Houston, TX area. Santa Fe, Alburquerque and Rio Rancho, NM are coming soon.

1.13 Are you in good standing in the state where organized? ☐Yes ☐No

IF YES, ATTACH GOOD STANDING CERTIFICATE. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-1.13**"AND **NUMBER THE PAGES CONSECUTIVELY.**

IF NO, EXPLAIN:

1.14 Principal office in New Mexico:

1.15 Contact

Name: Carlos Rosas

Title: SVP/GM - Southwest Region

Street Address:

Telephone:

Fax

Mobile 919-943-7140

E-mail carlos.rosas@ezeefiber.com

2. **General information.**

Provide a technically expansive and detailed narrative describing the nature of the telecommunications services to be provided and the telecommunications facilities to be utilized in their provision under the franchise, if granted.

Applicant holds a Certificate of Registration to provide competitive local exchange telecommunications service in the State of New Mexico (See Attachment A-3.1).

Applicant intends to install and operate underground high speed fiber optic facilities with capabilities to provide voice, data, internet access, and transport.

IF ADDITIONAL SPACE IS REQUIRED, MARK EACH ADDITIONAL PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-2**"AND **NUMBER THE PAGES CONSECUTIVELY.**

3. **Regulatory Information.**

3.1 Is any telecommunications service to be offered pursuant to this application subject to New Mexico Public Regulation Commission (PRC) approval? ☒Yes ☐No

IF YES, ATTACH A TRUE AND COMPLETE COPY OF THE PRC DECISION. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-3.1**"AND **NUMBER THE PAGES CONSECUTIVELY.**

3.2 Provide the information in this Section 3 for each person/legal entity that will be using the telecommunications facilities to provide telecommunications services under the franchise, if granted.

(FOR MULTIPLE PARTIES, USE COPIES OF THIS PAGE TO PROVIDE THE REQUIRED INFORMATION AND ATTACH THE COMPLETED PAGES. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A3.2**" AND **NUMBER THE PAGES CONSECUTIVELY**.)

3.3 Disclose all of the FCC licenses, call signs or Construction Permit identifications to permit the City to verify your FCC authority:

N/A

IF ADDITIONAL SPACE IS REQUIRED, ATTACH A CONTINUATION SHEET. MARK EACH PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-3.3**" AND **NUMBER THE PAGES CONSECUTIVELY**.)

3.4 Licensee's form of organization (e.g., corporation, limited liability partnership):

3.5 Licensee's legal name (as it appears in organizational documents):

3.6 Licensee's principal place of business: Currently Houston, TX area. Santa Fe Albuquerque and Rio Rancho, NM are coming soon.

3.7 Licensee's principal office in New Mexico:

3.8 Licensee contact: Name: Carlos Rosas

Title: SVP/GM - Southwest Region

Street Address:

Telephone:

Fax:

Mobile: 919-943-7140

E-mail: carlos.rosas@ezeefiber.com

3.9 Describe Use of telecommunications facilities:

☒ Other (specify)
Please refer to Section 2.

## 4. Additional Information Provided by Applicant

Applicants are invited and encouraged to provide any additional written or photographic information that they wish the City of Santa Fe to consider in determining whether to grant a franchise.

IF ADDITIONAL SPACE IS REQUIRED, MARK EACH ADDITIONAL PAGE IN THE LOWER RIGHT-HAND CORNER "**ATTACHMENT A-4**"AND **NUMBER THE PAGES CONSECUTIVELY.**

## 5. Certification of Accuracy and Reliability

The undersigned Applicant certifies on behalf of itself and the Owner/s, that the information provided in this form and its contents are true and complete to the best of the undersigned's ability and knowledge and that the information should be relied upon by the City as being accurate and complete in evaluating the application for a franchise.

Ken Bonvillian
Signature

VP of External Affairs
Title

Ken Bonvillian
Print Name

Legal@EzeeFiber.com
E-mail Address

Ezee Fiber Texas, LLC.
Print Company Name

713-405-1082
Telephone Number

02/06/2024
Date Signed

☑ Accepted as complete

☐ Rejected for the following reasons:

Sean Moody
Signature (Engineering Division

SEAN MOODY
Print Name

FEB 12, 2024
Date Signed

**CITY OF SANTA FE, NEW MEXICO**
**BILL NO. 2024-15**

**INTRODUCED BY:**

Mayor Webber

**A BILL**

**GRANTING EZEE FIBER TEXAS, LLC, 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.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Appendix G, Telecommunication Franchises, shall include a new Article VII, ordained to read as follows:**

**Section 1. - Legislative Findings**. The governing body of the city of Santa Fe finds that:

A. The granting of a franchise to Ezee Fiber Texas, LLC. ("the Company"), is necessary for the access and use of public rights of way to provide telecommunications services within the city of Santa Fe ("city") limits in accordance with the terms and conditions of the Ordinance and the Telecommunications in the Public Rights of Way Ordinance, Article 27-2

[~~bracketed material~~] = delete
underscored material = new

SFCC 1987 (“Section 27-2”).

B. The granting of such a franchise permits competitively neutral and nondiscriminatory access to the public rights of way for providers of telecommunications services; and allows the city to appropriately manage the public rights of way in order to minimize the impact and cost to the citizens of the placement of telecommunications facilities within the public rights of way.

C. The granting of a franchise promotes competition among telecommunications services providers and encourages the universal availability of telecommunications services to residents and businesses of the city through the careful management of public rights of way.

D. It is the intent of the city in the granting of the franchise to obtain fair and reasonable compensation for the use of public rights of way through the collection of fees and charges, and to minimize the congestion, inconvenience, visual impact, and other adverse effects on the public rights of way by Company’s commercial use of public rights of way.

E. To the extent permitted by state and federal law, the granting of a franchise allows the city to exercise such other powers, as the city may have to protect the public health, safety, and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers who are residents of the city.

F. In accordance with Article 27-2, Company submitted an application for a franchise on February 6, 2024.

G. The city is authorized to grant one or more non-exclusive franchises for telecommunications services within the city.

H. The city has reviewed Company’s application and has determined that granting a franchise in accordance with Article 27-2 is in the public interest and in the interest of the city and its residents.

I. This franchise, as it relates to the city’s costs, maintenance, management, and

necessary regulation of public rights of way, will assist in meeting the telecommunications related needs and interests of the community.

**Section 2. Franchise Terms.** In exchange for Company's compliance with the terms of this Ordinance, the provisions of Article 27--2, and other applicable city codes, there is hereby granted by the city to Company permission to use public rights-of-way to provide telecommunications services. All terms of Article 27-2 shall control Company's use of the public rights-of-way except as specifically set out in this Ordinance.

A. **Short Title; Purpose; Applicability.**

1. This Ordinance shall be cited as the "Ezee Fiber Texas FranchiseOrdinance".

2. The purpose of this Ordinance is to grant Company, the right, privilege, and authority to take the following actions:

(a) Furnish and distribute telecommunications services in the city, by means of its network, on, over, under, along and across public rights of- -way, now or hereafter included in the boundaries of the city as such boundaries now exist or may hereafter be extended; and

(b) Construct, purchase, acquire, locate, maintain, and extend into, within, and through the city, a telecommunications network for the period and upon the terms and conditions specified in this franchise comprised of all facilities and equipment used by Company to provide telecommunications services, including but not limited to "Backhaul Equipment" and "Wireless Communication Equipment."

This permission is not exclusive and does not prevent the city from issuing other franchises or authorizations or prevent the city itself from constructing or operating its own telecommunications network within the public rights of -way, with or without a franchise.

3. This franchise applies to the placement of telecommunications facilities

in the city's public rights-of-way.

B. **Definitions.**

*Bad Debt* means any portion of a debt that is related to a sale of telecommunications at retail, for which gross charges are not otherwise deductible or excludable, that has become worthless or uncollectible as determined under applicable federal income tax standards.

*Department* means the department of public works.

*Gross Charge*.

1. Includes all revenues derived directly or indirectly by a Provider from or in connection with the Telecommunications Services offered within the City through or by means of a Telecommunications Network within the City, exclusive of any Franchise Fee or tax passed through to consumers on behalf of governmental agencies, received by the Provider for services provided to customers through use of the Network. *Gross Charge* shall include any revenue received by a Provider or any Affiliate through any means that is intended to have the effect of evading the payment of compensation that would otherwise be paid to the City for Franchise Contract granted pursuant to this ordinance.

2. *Gross Charge* shall not include (i) proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks; or (ii) gross receipts taxes, bad debt write-offs, and customer credits; or (iii) revenue of any Affiliate or Provider from long distance service, commercial mobile radio service, cellular, personal communications service, other wireless communications service, or directory advertising. Each of the above are not included in the definition of *Gross Charge* and, therefore, are not included in the calculation of any fee due under a Franchise.

3. *Gross Charge* shall be measured and monitored periodically.

*Sale of Telecommunications at Retail* means the transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for consideration, other

than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, but only when the infrastructure maintenance fee imposed by this chapter previously has been paid to a retailer and the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for use or consumption and not for resale.

*Service Address* means the location of telecommunications equipment from which telecommunications services are originated or at which telecommunications services are received. If this location is not a defined location, as in the case of wireless telecommunications, paging systems, maritime systems, air-to-ground systems and the like, "service address" shall mean the location of the customer's primary use of the telecommunications equipment as defined by the location in the city where bills are sent.

*Telecommunications.*

1. All transmissions between or among points specified by the user of information of the user's choosing (whether voice, video, or data), without change in the form or content of the information as sent and received, where such transmissions are accomplished by means of a Telecommunications Network.

2. *Telecommunications* shall not include cable services as defined in Title 47, Chapter 5, Subchapter V-A of the United States Code, as amended (47 USC § 521 et seq.) and shall not include telecommunications services provided and used by a public utility as that term is defined at NMSA 1978, § 62-3-3(G) , or successor statute, for (i) its internal system communication needs; and (ii) provided directly or indirectly to its customers, including but not limited to electronic meter reading, load control, demand side management, power quality monitoring, and other activities related to the delivery of electricity or natural gas.

*Telecommunications Network* means any System which includes facilities and/or equipment placed in the Public Rights-of-Way and used to provide any Telecommunications

Service.

*Telecommunications Provider ("Provider")* means:

1. Any Person who provides any Telecommunications Service within the City by means of the following methods:

(a) a Telecommunications Network owned by such Person or its Affiliate;

(b) specifically identifiable facilities of a Telecommunications Network reserved or made available for the use of such Person or its Affiliate under a lease or any other arrangement for a term longer than 120 days; or

(c) facilities of a Telecommunications Network not owned by such Person or its Affiliate and not specifically identifiable but obtained from another Person (including another Provider) if the use of such facilities is continuing and substantial. A Person owning or operating telecommunications facilities that merely pass through the City and such Person and facilities do not offer Telecommunications Service to subscribers within the City shall not be subject to this ordinance, provided that Person has received other appropriate authorization from the City to rent or occupy the Public Rights-of-Way.

2. Except to the extent that a *Provider* or a Person uses the Public Rights-of-Way, a *Provider* or any Person which provides commercial mobile radio service, cellular, personal communications service, or other wireless communications service shall not be subject to this ordinance with respect to such service.

*Telecommunications Service*. The offering of Telecommunications within the City for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

*Trenchless excavation* means any line installation, replacement or rehabilitation through the use of boring, jacking, horizontal drilling or tunneling.

*Wireless Telecommunications* includes cellular mobile telephone services, personal wireless services as defined in Section 704(C) of the Telecommunications Act of 1996 (Public Law Number 104-104), as now or hereafter amended, including all commercial mobile radio services and paging services.

C. **Infrastructure Maintenance Franchise Fee.**

1. Pursuant to the authority granted by NMSA 1978, section 3-42-1 and 47 U.S.C. § 253(c), there is hereby imposed an infrastructure maintenance franchise fee upon the Company at the rate of two percent (2%) of all gross charges charged by the Company to a service address in the city for telecommunications originating or received in the city.

2. The fee imposed by this chapter shall not be imposed in any circumstances in which the imposition of the fee would violate the Constitution or statutes of the United States.

D. **Filing Returns and Payment of Franchise Fee.**

1. On or before the last day of each quarter, the Company is required to pay the infrastructure maintenance fee imposed by this chapter and shall file with the City a remittance return and shall pay the fee attributable to gross charges for the preceding calendar month. The return shall contain such information as the director may reasonably require.

2. On or before the last day of the fourth quarter of 2024, the Company shall provide to the City a report certified by an independent certified public accountant attesting to the amount of the infrastructure maintenance fees paid to the department for the preceding calendar year, and that such amount complies with the requirements of this chapter.

E. **Collection of Additional Charges by Retailers.**

1. When the Company makes or effectuates a sale of telecommunications at retail, it shall pay the infrastructure maintenance fee to the department as provided by section C, of this chapter. The fee shall constitute a debt owed by the retailer to the city.

2. The retailer may charge each customer an additional charge in an amount equal to the infrastructure maintenance fee attributed to the customer's service address in the city. This additional charge to customers shall, when collected, be stated as a distinct item on the bill to each customer separate and apart from the retailer's gross charges to its customers for telecommunications.

3. Each retailer may retain 2% of the additional charges it collects under this chapter to reimburse itself for expenses incurred in connection with accounting for and remitting the fee to the department.

F. **Registration of Providers and Resellers.**

1. Within ninety (90) days after the effective date of the ordinance authorizing a franchise with the Company, the Company shall provide the name and address of every telecommunications reseller or other telecommunications company with whom the Company has a contractual relationship to provide telecommunications services or to make available telecommunications facilities in the public way. The Company shall have a continuing duty to file with the City, within 45 days after the date of occurrence of any changes in the information provided to the City, including the creation or termination of a contractual relationship described herein.

2. *Resales.* Whenever amounts are claimed to be excluded from gross charges as sales for resale, the reseller shall furnish to the Company the reseller's resale information. The Company shall retain the resale information with its books and records.

G. **Maintaining Books and Records.**

The Company shall keep accurate books and records of its business or activity, including original source documents and books of entry denoting the transactions that gave rise, or may have given rise, to any liability or exemption. All such books and records shall, at all times during business hours of the day, be subject to and available for inspection by the department with

twenty-four (24) hour notice.

H. **Insurance Requirements**. Company shall comply with the provisions of Section 27-2.9 SFCC 1987, and Company shall obtain and maintain in full force and effect throughout the term of this franchise the following types of insurance:

1. Commercial comprehensive general liability insurance; and

2. Workers' Compensation insurance, as required by law.

I. **Term of Franchise.** The term of this franchise, and the rights, privileges, and authority granted hereunder shall continue for a period of ten (10) years from the effective date hereof. The term of this franchise shall automatically be renewed annually unless Company provides notice to City of its intent not to renew at least thirty (30) days prior to expiration of the then current term. Company may surrender permits at any time and remove its telecommunications facilities at any particular location upon thirty (30) days' prior written notice to City. Company shall not be obligated to pay the franchise fee for such location following removal of its telecommunications facilities.

J. **Indemnity.** Company and City agree to defend, indemnify, and hold harmless each other and its officials, agents, volunteers, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from the activities of the indemnifying party pursuant to this franchise, except to the extent caused by the negligence or willful misconduct of the indemnitee or by reason of any asserted act or omission, neglect, or misconduct of the indemnitee, or its agents or employees, or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage. Neither party shall be liable to the other for consequential, indirect or punitive damages (including lost revenues, loss of service, or loss of data) for any cause of action, whether in contract, tort or otherwise, even if the

party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The maximum liability of either party to the other hereunder shall be the amount paid or payable during the preceding twelve (12) months.

K. **Violations and Penalties.** If the Company fails to pay the infrastructure maintenance franchise fee, as provided by this Chapter, the Company shall be subject to a fine of $100 for each day that the failure to pay continues. Each day that the Company fails to pay shall constitute a separate and distinct violation under this Chapter. Any retailer that becomes subject to this fine may be enjoined from doing business in the city until the Company has paid all sums due under this Chapter.

Any telecommunications company who otherwise violates this chapter shall be subject to a fine of $100 for each offense. Each day the violation continues shall constitute a separate offense.

**L. Dispute Resolution Provision.**

1. In the event of any other dispute arising from or relating to the franchise or breach thereof, and if the dispute cannot be settled through negotiations, the following process will be followed during which any of the above remedies and penalties may be imposed.

2. All disputes will be mediated prior to litigation. The costs of such mediation will be equally split. The place of the mediation session shall be in Santa Fe, New Mexico. The City and the Company will select a mediator or mediators by mutual agreement and, in cooperation with the mediator(s), shall determine all necessary rules and procedures for the mediation. The City and the Company will fully cooperate in the mediation activities. All mediation communications shall be confidential, not subject to disclosure and shall not be used as evidence in any arbitration, judicial, or administrative proceeding, as set forth in the Mediation Procedures Act, NMSA 1978, Sections 44-7b-1 through 44-7b-6.

M. **Unauthorized Use of Public Rights-Of-Way Unlawful.** In accordance with Section 27-2.8 SFCC 1987, Company shall not:

1. Use public rights-of-way without authorization to provide telecommunications services.

2. Place facilities on public structures or public utility infrastructure to provide telecommunications services which are not allowed under the terms of this franchise. Each unauthorized use shall be deemed to be a distinct and separate offense. The provisions of this paragraph do not apply to any dispute between the City and Company under this franchise where the City alleges that Company has failed to comply with the terms of this franchise.

N. **Obligations of Providers Regarding the Public Rights of Way.** The Provider shall comply with the provisions of Section 27-2.8 regarding the public right of way. Before the provider may conduct underground work involving excavation, new construction, or major relocation work in any public rights-of-way, the provider shall first notify the City through the acquisition of a street cut permit as per Section 23-2 SFCC 1987 and shall comply with any special conditions relating to location, scheduling, coordination, and public safety as more particularly described by Section 27-2.8.

O. **Compliance with Law.**

1. Company and City shall comply with the terms and conditions of Article 27-2 SFCC 1987 except as set forth herein, all other applicable City ordinances, and federal and state laws.

2. Company is explicitly subject to the police powers of the City, all other applicable governmental powers, and the city's rights under state and federal laws.

P. **Severability.** The requirements and provisions of this Ordinance and its sections, parts, subparts, paragraphs, and clauses are severable. In the event that any requirement, provision, section, part, subpart, paragraph, or clause of this Ordinance, or the application thereof

to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the Ordinance be enforced to the maximum extent possible consistent with the purposes of this Ordinance.

Q. **Effective Date; Publication**. As provided by NMSA 1978, Section 3-42-1, this Ordinance shall not become effective until at least thirty (30) days after its adoption, during which time this Ordinance shall be twice published in full, not less than seven days apart. As required by law, Company shall pay the publication cost.

R. **Acceptance**. Company, within thirty (30) days of the date of adoption of this Ordinance, shall file with the city clerk an unconditional acceptance of this Ordinance, on a form prescribed by the city. Within ten (10) days after the filing of the acceptance, the city clerk shall acknowledge in writing the receipt of Company's acceptance. If Company does not file said acceptance this Ordinance shall not be or become effective.

S. **Notice.** For the purpose of this Ordinance:

1. Notice to the city shall be to:

City Manager
City of Santa Fe
Post Office Box 909
Santa Fe, New Mexico 87504-0909

With a copy to:

City Attorney
City of Santa Fe
Post Office Box 909
Santa Fe, New Mexico 87504-0909

2. Notice to Company will be to:

General Manager, Southwest Region

Ezee Fiber Texas, LLC

14850 Woodham Drive

Suite B-105

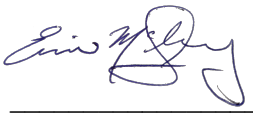
Houston, TX 77073

Attn.: Carlos Rosa, Senior Vice President

3. Notice shall be effective upon delivery at the above addresses until the City or Company notifies the other in writing, of a change in address. All notices shall be delivered personally or sent by certified mail, return receipt requested to the parties at their respective addresses set forth above.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2024/Bills/Granting Ezee Fiber Texas Franchise*

**FIR No. 10620**

**FISCAL IMPACT REPORT**

**General Information:**

**(Check)** **Bill:** x **Resolution:** _____

**Short Title(s):** Granting Ezee Fiber Texas Franchise

**Sponsor(s):** Mayor Alan Webber

**Reviewing Department(s):** Public Works Department

**Staff Completing FIR:** Sean Moody **Date:** 23-July-24 **Phone:** (505) 995-6931

**Reviewed by City Attorney:** _____ **Date:** Oct 4, 2024

**Reviewed by Finance Director:** Emily K. Oster **Date:** Oct 4, 2024

**Summary:**
This Bill would allow Ezee Fiber Texas, LLC, ("Applicant"), a non-exclusive franchise to operate a telecommunications network within the city of Santa Fe limits ("city"), the right to use public rights-of-way to provide telecommunications services within the city, and fixes the terms and conditions thereof. Granting this franchise will increase the number of competitive commercial options for obtaining internet service. As compensation for use of the publics rights-of-way, the Applicant would be required to pay the City of Santa Fe ("City") an infrastructure maintenance franchise fee of two percent (2%) of all gross revenue charged by the Applicant to service addresses in the city. The franchise fee revenue will accrue to the City's municipal general fund.

**Departments Affected:**
Public Works Department

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, then the number of competitive commercial options for obtaining internet services would not increase.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
Federal law requires competitively neutral and nondiscriminatory access to the public rights-of-way for telecommunications networks to promote competition among telecommunications services providers and to encourage the universal availability of telecommunications services to residents and businesses through careful management of the public rights-of-way. SFCC 1987, Section 27-2, the Telecommunications Facilities in the Publics Rights-of-Way Ordinance (Ordinance 2010-14), establishes a policy for use of the public rights-of-way for telecommunications in the city.

**Performance and Administrative Implications:**
Impacts to the public rights-of-way including street cuts, aerial work, temporary traffic controls and obstructions, require separate permitting by the Streets and Drainage Maintenance Division. Above-ground facilities require Land Use review.

**Fiscal Implications:**
The franchise imposes an infrastructure maintenance franchise fee of two precent (2%) of gross revenue charged by the provider to service addresses located within the city. Because the provider does not currently provide services within the city, recurring and non-recurring revenue is projected to be zero dollars ($) in Fiscal Years 2025, 2026, and 2027. The Applicant will need to build out its network as well as acquire customers.

**Fiscal Impact**

***See Fiscal Implications narrative above. Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2025 | FYE 2026 | FYE 2027 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**Expenditure Narrative: None.**

**Revenue**

| Revenue Type | FYE 2025 | FYE 2026 | FYE 2027 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**
***The revenue source is an infrastructure maintenance franchise fee of two percent (2%) of gross revenue changed by the provider to service addresses located within the city of Santa Fe. Because the provider does not currently provide services in the city, recurring and non-recurring revenue is projected to be zero in Fiscal Years 2025, 2026, and 2027. To generate revenues and pay franchise fees, the Applicant will first need to build out its network as well as provide services to customers.

**Signature:**

**Email:** rawheeler@santafenm.gov

**Signature:**

**Email:** sxmoody@santafenm.gov

**Signature:**

**Email:** jcnelson@santafenm.gov

# CITY OF SANTA FE

## Memorandum

**Date:** October 24, 2024

**To:** Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, and Economic Development Advisory Committee

**From:** Daniel Hernandez, Metropolitan Redevelopment Agency, Director DH
**Via:** Randy Randall, Interim Community Development Director RR

**RE:** A Bill Approving the Sale of Buildings, Improvements, and Land at the Midtown Site, to ASPECT QOZB, LLC.

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**EXECUTIVE SUMMARY:**
The City of Santa Fe ("City") and Midtown Santa Fe Productions QOF, LLC ("Offeror") entered into an Exclusive Negotiation Agreement on August 4, 2023, in order to negotiate a plan for Offeror to improve and purchase certain parcels of the Midtown Site, located at 1600 St Michaels Drive ("Property"). The proposed bill would approve the City and ASPECT QOZB, LLC ("Developer"), entering into a Development and Disposition Agreement (Agreement) for the Property. The DDA would requires a$5,000,000 payment, in four installments, required development of the property, and community benefits, if Purchaser completes all three phases of the purchase.

The date that the approved DDA goes into effect ("Effective Date") will be 45 days after the Bill is approved, unless a referendum is held. If a referendum is held and a majority of voters vote to approve the Ordinance, the Effective Date would be the date the election results are certified. If the majority of voters voted to disapprove the Ordinance, the Ordinance would not be effective and the Agreement would become obsolete.

NMSA 1987, Section 3-54-1, requires that the City approve the sale of City-owned property with an Ordinance. This Bill fulfills the City's requirement to comply with that statute. The purchase price consideration provided in this summary is further explained in a memorandum attached hereto called the Purchase Price Consideration for the Disposition and Development Agreement (DDA) by and between the City and Developer.

**SUMMARY OF DEVELOPMENT AND DISPOSITION AGREEMENT**

**A. Introduction**. The Agreement will set forth the terms and conditions of:

(i) Developer's obligation to design, develop and construct the Project (defined below) at the Property,

(ii) Developer's right to purchase the Property upon completion of the construction and satisfaction of certain related obligations,

(iii) the timeline, in relation to Developer's obligations, for the City's design and construction of roadway and other public improvements necessary for access to and use of the Project, and

(iv) the community benefit requirements that are required of Developer and its successors to satisfy after the purchase of the Property (as improved by Developer).

**B. Project Requirements**:

*Project Overview*: Developer's development and construction at the Property will be completed in three separate phases, as follows:

- "Phase 1" consists of the demolition of Onate Hall and the major renovation of the buildings currently known as Benildus Hall, Garson Studios (which includes "The Screen"), and Driscoll Hall, for the purpose of operating a state-of-the-art film and multi-media production studio and related office space, a publicly available theater or performance space, and a retail or restaurant space.
- "Phase 2" will include the construction of a multifamily residential building with at least 99 dwelling units (up to a maximum of 150 dwelling units), of which at least 15% will be affordable units subject to the City's inclusionary housing program.
- "Phase 3" will include the construction of either (i) a 65,000 square foot (or larger) film and multi-media production studio, or (ii) a comparable development project approved by the Governing Body that is complementary to and supportive of the film and multi-media production uses.

The buildings and other improvements contemplated as being constructed and installed for each Phase are collectively referred to as the "Private Improvements." The Private Improvements and the Property are collectively referred to as the "Project."

*Financial Security*: Developer will be required to provide a guaranty of performance and payment from its principal in connection with the initial Phase and a performance bond and a payment bond to the City with respect to the subsequent Phases, each of which will be in an amount sufficient to cover the cost of the construction of the applicable Private Improvements.

**C. Master Plan Amendment**: The uses contemplated for the Project are not all presently permitted under the Master Plan. As a condition precedent to the commencement of any construction at the Property, the MRA Office will need to submit and obtain approval for an amendment to the Master Plan that modifies the permitted uses at the Property to include addition uses previously not included, such as the housing mentioned above. If the additional uses are not approved, Developer will have the right to terminate the Agreement, upon which

City would return the Developer's deposit and neither the City nor Developer will have any further rights or obligations under the Agreement.

**D. City Right-of-Way Improvements**: The Agreement describes the City's responsibility for designing and constructing the public roadway improvements, storm drainage facilities, and related infrastructure lying within the areas of the Midtown Site that will be designated for public right of way, as described in the RFP. The Agreement describes that the City will use its best efforts to complete the portions of such public improvements necessary for Developer's use and operation of each Phase prior to Developer's completion of such Phase, provided that if the City is unable to timely complete the applicable public improvements, the City will not take any actions to impede the issuance to Developer of a certificate of occupancy for the completed Phase as a result of the City's delay so long as Developer constructs and installs temporary ADA improvements for access to such Phase in compliance with applicable law.

**E. Developer's Purchase of the Property**:

*Purchase Price*. The purchase price for the Property (the "Purchase Price") to be paid by Developer to the City is $5,000,000. On the Effective Date of the Agreement, Developer will pay an initial deposit of $1,000,000 ("Initial Deposit"), which amount is nonrefundable except in the event the amendment to the Master Plan is not approved.

*Closing*: Following the Initial Deposit, the City will continue to own the fee interest in the Property applicable to each Phase during Developer's construction of the Private Improvements for such Phase. Provided Developer is not in breach of the Agreement, the City will execute and record a quitclaim deed to the Property applicable to any Phase following Developer's receipt of the final certificates of occupancy for such Phase and the City's receipt of an installment payment of a portion of the Purchase Price, in the amount of $2,250,000 for Phase 1, $1,250,000 for Phase 2, and $500,000 for Phase 3.

**F. Community Benefits**:

- *Economic Impact Requirement*: Developer is required to cause film production companies operating at the Project to generate direct production expenditures in New Mexico of (i) at least $30,000,000 during the first five years of the Agreement, and (ii) at least $150,000,000, by the 15th year of the Agreement. If the Project fails to generate expenditures of at least the amounts set forth above, Developer will be required to pay a fee to the City of $25,000 per year per non-compliance event.
- *Economic Opportunity Requirement*: Developer is required to use commercially reasonable efforts to coordinate among local community organizations and certain employers operating at the Project from time to time to post or advertise employment opportunities available with such employers at the Project to local residents.

- *Commercial Use Requirement*: Developer is required to use commercially reasonable efforts to secure and maintain tenants for the retail space at Driscoll Hall that will continuously operate businesses open to the public during normal business hours.
- *Film Internship Requirement*: Developer is required to require that the production companies operating at the Property offer and fill an aggregate total of 20, six-week internships per year in partnership with a New Mexico-based film school or internship program, adjusted proportionally in relation to the percentage of leased studio space.
- *Cultural Elements Requirement*: Developer will (i) provide local community organizations access to the theater screen for at least eight days per year, (ii) coordinate with local community organizations to include within the programming for the theater space at least four events per year that promote the interests of a group historically subject to discrimination or otherwise underrepresented or of a cause supportive of any of such group's interests.
- *Educational Space Covenant*: The City will record a covenant against the Property requiring that at least 3,000 square feet of space in one of the buildings be used exclusively for educational uses (e.g., classroom study).

**G.** **Default Remedies**: If Developer defaults in its performance of any obligation under the Agreement beyond applicable notice and cure periods, in addition to other remedies available to the City, the City will have the right to terminate the Agreement, upon which the City may retake possession of the Property.

**H.** **Right of First Refusal**: During the five-year period following the completion of Phase I, if Developer receives an offer for the sale of any portion of the Property to a third-party that Developer desires to accept, the City will have a right of first refusal to purchase such portion of the Property on the terms and conditions set forth in the third-party offer.

**ATTACHMENTS:**
Bill
FIR
Memo Attachment - Memorandum: Purchase Price Consideration
Memo Attachment - Memorandum: Lease Summary

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2024-19**

**INTRODUCED BY:**

Mayor Alan Webber

**A BILL**

**APPROVING THE SALE OF CITY-OWNED BUILDINGS, IMPROVEMENTS, AND SIX PARCELS LOCATED AT 1600 ST MICHAELS DRIVE WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, ASPECT QOZB, LLC, IN THREE PHASES, FOR A TOTAL OF $5,000,000.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1.** The City of Santa Fe ("City") hereby approves the sale of buildings, improvements, and land located at 1600 Saint Michaels Drive and further described in Section 3(A) below, to Aspect QOZB, LLC ("Purchaser"), with terms described in Section 3 below.

**Section 2.** This Ordinance shall be effective forty-five days after the date of adoption, unless a referendum is held pursuant to NMSA 1978, Section 3-54-1.

**Section 3.** Terms of the Sale:

**A. Property to be Sold**. The City agrees to sell its ownership interest in buildings, improvements, and land located at 1600 St. Michaels Drive in the City and County of Santa Fe, New Mexico, being more particularly described as follows to-wit: Ownership

interest in the buildings, improvements, and land which are located upon the six tracts of real estate more particularly described in Attachment A, the Development and Disposition Agreement ("Property").

**B. The purpose for the municipality entering into the sale**. The City issued a request for proposals for disposition of the Property and the Purchaser responded to that request. The City and the Purchaser entered into an Exclusive Negotiation Agreement on July 26, 2023, and, pursuant to this ordinance enter the attached Development and Disposition Agreement (Attachment A).

**Amount of the Sale**. The Purchaser shall pay $5,000,000 total in the following phases, as defined in Attachment A: $1,000,000.00 in cash on the Effective Date. Purchaser shall then pay $2,250,000 on the date of Phase 1 Closing, $1,250,000 at Phase 2 Closing, and $500,000 on the date of the Phase 3 Closing.

**C. Time and Manner of the Sale.** Closings shall comply with the statutory requirements in NMSA 1978, Section 3-54-1, and shall take place as described in in Article 10 of Attachment A.

**D. Purchase "As Is".** The Purchaser shall purchase the City's Property Interest in an "as is" condition with all known and latent defects. The City makes no representations or warranties as to the physical condition of the Property.

**Section 4.** This Ordinance shall be published as required by NMSA 1978, Sections 3-17-3 and 3-54-1.

**Section 5.** This Ordinance shall become effective forty-five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978, Section 3-54-1.

**Section 6**. The City shall execute the necessary Quitclaim Deeds after the effective date of this ordinance, according to Exhibit A.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. MCSHERRY, CITY ATTORNEY

# Attachment A

Recording Requested By,
And When Recorded Return To:

CITY OF SANTA FE
200 LINCOLN AVENUE
SANTA FE, NM 87501
ATTN: ERIN MCSHERRY, CITY ATTORNEY

**DEVELOPMENT AND DISPOSITION AGREEMENT**

**BY AND BETWEEN**

**CITY OF SANTA FE**

**AND**

**ASPECT QOZB, LLC**

Dated: _____, 20__

29272767.12

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**EXHIBITS**


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## DEVELOPMENT AND DISPOSITION AGREEMENT

THIS DEVELOPMENT AND DISPOSITION AGREEMENT (this "**Agreement**") is entered into by and between the CITY OF SANTA FE, a municipal corporation and political subdivision of the State of New Mexico (the "**City**"), and ASPECT QOZB, LLC, a Delaware limited liability company ("**Developer**"), effective as of the Effective Date (defined below). The City and Developer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

## RECITALS

A. The City owns the real property and improvements consisting of approximately 60 acres generally located within the block defined by Cerrillos Road, St. Michaels Drive, Llano Street, Siringo Road, and Camino Carlos Rey in the City of Santa Fe, County of Santa Fe, State of New Mexico, as generally depicted on Exhibit A attached hereto (the "**Midtown Site**").

B. By Resolution No. 2022-68, approved on November 30, 2022, the governing body of the City (the "**Governing Body**") adopted the Midtown Master Plan (the "**Master Plan**"), which, together with the Midtown Community Development Plan adopted on January 25, 2023 by Resolution No. 2023-5 (the "**Community Development Plan**"), sets forth the City's vision for development of the Midtown Site and establishes certain form-based zoning standards and certain other standards and policies for the future redevelopment of the Midtown Site as a sustainable, pedestrian-friendly, mixed-use neighborhood that provides employment and housing opportunities, improved mobility options, and access to recreation, public spaces, and cultural venues.

C. On August 9, 2023, the Governing Body, by Ordinance No. 2023-21, revised the City of Santa Fe metropolitan redevelopment code (the "**City Redevelopment Code**"), under which the Governing Body updated its ordinance establishing a metropolitan redevelopment agency (the "**MRA**"), comprised of the commission of the MRA (the "**MRA Commission**"), the director of the MRA ("**MRA Director**"), and staff, as the official body for making advisory recommendations to the Governing Body, at such time as an area is designated by the Governing Body with respect thereto, and for taking certain actions delegated to the MRA pursuant to the City Redevelopment Code. In the absence of a MRA Director, the City Manager or the City Manager's designee will act for the MRA Director hereunder.

D. The City released a Request for Proposals on December 1, 2022 (the "**Studio RFP**"), for the redevelopment and operation of the portion of the Midtown Site to, among other things, expand the existing film production studio facilities with the addition of more state-of-the art sound stages, pre- and post-production offices and work facilities to meet the needs of the industry and support film and multi-media production in the City, all as more specifically set forth in the Studio RFP. The City will subdivide the Property into parcels as set forth in Section 9.1 below.

E. Midtown Santa Fe Productions QOF, LLC, a Delaware limited liability company affiliated with Developer ("**QOF**"), submitted the only response to the Studio RFP on March 2, 2023, to redevelop the Property consistent with the Studio RFP (the "**Proposed Project**"). QOF proposed combining the Proposed Project with the adjacent Midtown Santa Fe Production Studio at the Shellaberger Property (defined below), and envisions that the combined projects will become the largest studio in northern New Mexico, featuring multi-family housing, six soundstages and nearly 180,000 square feet of production and support space across five different buildings.

F. Pursuant to the Studio RFP, the City established an Evaluation Committee to review and evaluate the response based on the factors set forth in the Studio RFP, following which the Evaluation Committee determined that QOF had the experience, qualifications, and capacity to implement the scope of work and achieve the vision and goals articulated in the Studio RFP.

G. The City and QOF entered into the Exclusive Negotiation Agreement approved by the Governing Body on July 26, 2023 (as extended, the "**ENA**"), for the redevelopment of the Proposed Project consistent with the Studio RFP. The ENA included, among other things, that the City and QOF would negotiate and enter into a disposition and development agreement setting forth the scope of the Proposed Project and the requirements and conditions for the design, development, operation and disposition of the completed Proposed Project.

H. The City intends to approve the Lease Agreement between the City and Developer attached hereto as Exhibit C (the "**Lease**"), for the purpose of leasing the Property to Developer to enable Developer to perform its obligations under this Agreement, until such time as the City conveys the Property (or a portion thereof) to Developer pursuant to the terms hereof.

I. Concurrently with Developer's lease of the Property, Developer will redevelop the Property in three phases (each, a "**Phase**" and, collectively, the "**Phases**"), as depicted on Exhibit B-1. The real property and the improvements now existing or hereinafter constructed pursuant to this Agreement, collectively, comprising the first, second and third Phases of the Property are referred to herein as "**Phase 1**", "**Phase 2**" and "**Phase 3**," respectively.

J. This Agreement sets forth the terms, conditions, covenants and obligations concerning (i) Developer's completion of the Private Improvements (defined below), (ii) the City's completion of the applicable Project ROW Improvements (defined below) applicable to Phase 1 and Phase 2, and (iii) the conveyance of each Phase to Developer upon satisfaction of the conditions for such Phase set forth in Article 10.

K. The City is authorized, pursuant to the City Code (defined below) to enter into a binding development and disposition agreement to carry out the plan for the development of the Property.

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree that the foregoing recitals are true and correct and incorporated herein and as follows:

## ARTICLE 1
## DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 "**ADA**" is defined in Section 20.1.

1.2 "**Adjacent Improvements**" is defined in Section 12.2.

1.3 "**Adjacent Land**" is defined in Section 12.2.

1.4 "**Affiliate**" means any Person (as defined below) which Controls, is Controlled by, or is under common Control with Developer.

1.5 "**Aggregate Spend Period**" is defined in Section 11.1.

1.6 "**Agreement**" is defined in the introductory paragraph.

1.7 "**Applicable Rules**" means, collectively, the provisions of this Agreement and the then-current versions of the following: (a) the City Code, including, but not limited to, the Midtown Local Innovation Corridor District adopted by the Governing Body on October 26, 2016 pursuant to Ordinance No. 2016-39, and all other rules, regulations, ordinances and officially adopted policies of the City; (b) the Master Plan, the Community Development Plan and the Plat (as of recordation thereof), in each case as may be amended pursuant to the City Code and this Agreement; and (c) any and all applicable local, state and federal laws, rules and regulations affecting the Property or otherwise applicable to the Parties. Subject to applicable laws, in the event of a conflict among the Applicable Rules, the more specific standard, limitation or requirement shall govern or prevail to the extent of the conflict. If neither standard is more specific, then the more stringent standard, limitation or requirement shall govern or prevail to the extent of the conflict unless otherwise specified by applicable laws.

1.8 "**Approvals**" is defined in Section 5.1.5.

1.9 "**Approved Designee**" has the meaning given in Section 15.1 of the Lease.

1.10 "**Approved Exceptions**" is defined in Section 10.5.5(a).

1.11 "**ArtHouse ROW Improvements**" is defined in Section 8.3.

1.12 "**Benildus Name**" is defined in Section 11.10.

1.13 "**Buildings**" is defined in Section 1.154.

1.14 "**Business Day**" means Monday through Friday and specifically excludes Federal, State, and City holidays and any additional days on which City offices are closed (other than essential services).

1.15 "**Certificate of Completion**" means a letter provided by the MRA Director for each Phase upon Developer's satisfactory achievement of Final Completion of such Phase, acknowledging satisfaction of the Private Improvement Project Specifications (defined below) required for each Phase.

1.16 "**City**" is defined in the introductory paragraph.

1.17 "**City Code**" means The Santa Fe City Code of 1987, as amended from time-to-time.

1.18 "**City Parties**" is defined in Section 5.5.

1.19 "**City Redevelopment Code**" is defined in Recital C above.

1.20 "**Claims**" is defined in Section 14.2.

1.21 "**Closing**" and "**Closings**" have the meaning set forth in Section 4.1.4.

1.22 "**Commercial Use Requirement**" is defined in Section 11.4.

1.23 "**Community Benefit Requirements**" is defined in Section 18.4.

1.24 "**Community Development Plan**" is defined in Recital B above.

1.25 "**Conceptual Plans**" means standard conceptual design and development plans required for development projects in the City of Santa Fe, including the following plans and information: dimensioned conceptual site plan(s) indicating building setbacks and frontages, circulation plans and landscape plans; conceptual building elevations indicating heights and massing, and conceptual renderings showing building elevations and site sections; and, as necessary, other concept drawings to indicate consistency with the Master Plan design concepts; together with the conceptual development program setting forth the number of buildings, square footage of building, space types, and uses, as well as any other conceptual uses, including affordability, that achieve requirements or goals of the Master Plan and Community Development Plan.

1.26 "**Construction Activities**" is defined in Section 12.1.

1.27 "**Construction Commencement**" or "**Commence Construction**" means, with respect to the construction of the applicable Private Improvements, such time as (a) the MRA Director has delivered to Developer a Notice to Proceed for the applicable Phase, (b) all Approvals required by any Governmental Authorities under the Applicable Rules have been issued, including payment of the required fees and the provision of required bonds, (c) Developer commences work or activities related to the grading, foundations, demolition or other site work at the Project, and (d) unless waived by the City, Developer has hosted a ground breaking ceremony in coordination with the City.

1.28 "**Consumer Price Index**" means the Consumer Price Index for All Urban Consumers for the West Region for all Items (1982-1984= 100) as published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised (including a change in the base index year), an adjustment shall be made by the City Manager in such revised index that produces results equivalent, as nearly as possible, to those which would have been obtained if the Consumer Price Index had not been so revised. If the Consumer Price Index is discontinued, then "Consumer Price Index" shall mean an index chosen by City Manager which is, in City Manager's reasonable judgment, comparable to the index specified above.

1.29 "**Control**" or "**Controlling**" (or any similar conjugated form thereof) means, when used with respect to any specified Person, the (a) possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise, and (b) ownership, directly or indirectly, in the aggregate, of at least 51% of the beneficial ownership interests of such Person.

1.30 "**Cultural Elements Requirements**" is defined in Section 11.6.

1.31 "**Deed**" is defined in Section 10.5.1.

1.32 "**Developer**" is defined in the introductory paragraph.

1.33 "**Developer Parties**" is defined in Section 12.1.

1.34 "**Developer's Principal**" means Phillip Gesue.

1.35 "**Developer's Share**" is defined in Section 8.3.

1.36 "**Discretionary Modifications**" is defined in Section 6.1

1.37 "**Disputes**" is defined in Section 20.26.

1.38 "**Driscoll Retail Space**" is defined in Section 7.1.5(b).

1.39 "**Economic Impact Benefit**" is defined in Section 11.1.

1.40 "**Effective Date**" is defined in Section 2.1.

1.41 "**Election Notice**" is defined in Section 19.1.

1.42 "**ENA**" is defined in Recital G above.

1.43 "**Environmental Laws**" means all federal, state and local environmental, health and safety statutes, as may from time to time be in effect, including but not limited to federal laws such as, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9602 *et seq*., the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D), the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 *et seq*., the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. §§ 1251 *et seq*. (CWA), the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401 *et seq*., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq*., the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq*., the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq*., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq*., and any and all federal, state and local rules, regulations, authorizations, judgments, decrees, court decisions, concessions, grants, franchises, agreements, orders and other governmental restrictions and other agreements relating to the environment or to any Pollutants, as may from time to time be in effect.

1.44 "**Escrow Agent**" is defined in Section 8.3.

1.45 "**Escrow Amount**" is defined in Section 8.3.

1.46 "**Event of Default**" is defined in Section 18.1.

1.47 "**Film Internship Requirements**" is defined in Section 11.5.

1.48 "**Final Application**" is defined in Section 6.1.

1.49 "**Final Completion**" means, with respect to the applicable Phase, such time as (a) the Private Improvements for such Phase have been completed in accordance with the Final Design Plans and the Applicable Rules, subject only to minor punch list items (i.e., items that, individually and in

the aggregate, do not and will not prohibit, delay or adversely affect, under the Applicable Rules, the commencement and continued operation of business for the permitted use and can be corrected and completed within 60 days after identification), and if applicable, any land dedications required to be made and accepted by the City in accordance with the Applicable Rules, (b) a final or temporary certificate of occupancy (or its equivalent as the context requires) for all components of the applicable Private Improvements has been issued, (c) Developer has obtained all required approvals, permits, licenses, and certificates of any Governmental Authorities required under the Applicable Rules for the lawful occupancy and use of the applicable Private Improvements and applicable portion of the Property for its intended purpose, (d) the Developer has completed all obligations and liabilities of Developer set forth in this Agreement with respect to the Private Improvements for the applicable Phase to the City Manager's satisfaction, and (e) Developer has hosted a ribbon cutting ceremony in coordination with the City.

1.50 "**Final Design Plans**" means, collectively, the Phase 1 Component Final Design Plans, the Phase 2 Final Design Plans and the Phase 3 Final Design Plans.

1.51 "**Final Response Deadline**" is defined in Section 10.5.3.

1.52 "**Financial Statements**" is defined in Section 17.1.3.

1.53 "**Force Majeure Event**" is defined in Section 20.13.

1.54 "**Garson Name**" is defined in Section 11.10.

1.55 "**Gas Loop Declaration**" is defined in Section 8.6.1.

1.56 "**Gas Loop Regulations**" is defined in Section 8.6.1.

1.57 "**Guaranty**" is defined in Section 6.2.

1.58 "**Governance Documents**" is defined in Section 3.4.

1.59 "**Governing Body**" is defined in Recital B above.

1.60 "**Governmental Authorities**" means any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency, authority, department or body having jurisdiction over the Project.

1.61 "**Guaranty**" is defined in Section 6.2.

1.62 "**Historical Names**" is defined in Section 11.10.

1.63 "**Initial Spend Period**" is defined in Section 11.1.

1.64 "**IPRA**" means the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978).

1.65 "**Lease**" is defined in Recital H above.

1.66 "**Lease Term**" means the "Term" of the Lease, as such term is defined therein.

1.67 "**Leasing Deadline**" is defined in Section 11.4.

1.68 "**Legal Description**" is defined in Section 9.1.

1.69 "**Liabilities**" is defined in Section 5.5.

1.70 "**Lien**" is defined in Article 16.

1.71 "**Master Plan**" is defined in Recital B above.

1.72 "**Master Plan Amendment**" is defined in Section 6.1.

1.73 "**Midtown Engagement Partners**" means the community-based partners acting in concert with the City to provide outreach to the community, which partners are selected by the City from time to time.

1.74 "**Midtown Gas Loop**" is defined in Section 8.6.1.

1.75 "**Midtown ROW Improvements**" is defined in Section 8.1.

1.76 "**Midtown Site**" is defined in Recital A above.

1.77 "**Minimum Aggregate Amount**" is defined in Section 11.1.

1.78 "**Minimum Initial Amount**" is defined in Section 11.1.

1.79 "**Monetary Encumbrances**" is defined in Section 10.5.3.

1.80 "**MRA**" is defined in Recital C above.

1.81 "**MRA Director**" is defined in Recital C above.

1.82 "**New Exception**" is defined in Section 10.5.4.

1.83 "**New Exception Review Period**" is defined in Section 10.5.4.

1.84 "**Non-Compliance Fee**" is defined in Section 18.4.

1.85 "**Notice to Proceed**" means written notice from the MRA Director to Developer confirming that the conditions precedent to the commencement of a particular Phase have been satisfied.

1.86 "**Objection Deadline**" is defined in Section 10.5.3.

1.87 "**Objection Notice**" is defined in Section 10.5.3.

1.88 "**Offer Contract**" is defined in Section 19.2.

1.89 "**Offer Contract Deadline**" is defined in Section 19.2.

1.90 "**Offer Land**" is defined in Section 19.1.

1.91 "**Offer Notice**" is defined in Section 19.1.

1.92 "**Offer Party**" is defined in Section 19.1.

1.93 "**Official Records**" is defined in Section 20.3.

1.94 "**Party**" and "**Parties**" are defined in the introductory paragraph.

1.95 "**Permitted Exceptions**" is defined in Section 10.5.5.

1.96 "**Person**" means any individual, partnership, corporation, limited liability company, trust, estate, other legal entity or Governmental Authorities.

1.97 "**Phase**" is defined in Recital I above.

1.98 "**Phase 1**", "**Phase 2**", and "**Phase 3**" are defined in Recital I above.

1.99 "**Phase 1 Building Permit Submission Date**" is defined in Section 5.2.7.

1.100 "**Phase 1 Closing**" is defined in Section 10.2.2.

1.101 "**Phase 1 Closing Conditions**" is defined in Section 10.2.1.

1.102 "**Phase 1 Closing Date**" is defined in Section 10.2.2.

1.103 "**Phase 1 Commencement Date**" is defined in Section 5.2.8.

1.104 "**Phase 1 Component Final Design Plans**" is defined in Section 5.2.4.

1.105 "**Phase 1 Conceptual Plans**" is defined in Section 5.2.1.

1.106 "**Phase 1 Conveyance**" is defined in Section 10.2.1.

1.107 "**Phase 1 Final Completion Date**" means the date Developer achieves Final Completion of the Phase 1 Improvements.

1.108 "**Phase 1 Improvements**" is defined in Section 7.1.

1.109 "**Phase 1 MRA-Approved Component Design Plans**" is defined in Section 5.2.3.

1.110 "**Phase 1 Preliminary Component Design Plans**" is defined in Section 5.2.2.

1.111 "**Phase 1 Purchase Installment**" is defined in Section 4.1.2.

1.112 "**Phase 1 Purchase Notice**" is defined in Section 10.2.1(b).

1.113 "**Phase 2 Building Permit Submission Date**" is defined in Section 5.3.7.

1.114 "**Phase 2 Closing**" is defined in Section 10.3.2.

1.115 "**Phase 2 Closing Conditions**" is defined in Section 10.3.1.

1.116 "**Phase 2 Closing Date**" is defined in Section 10.3.2.

1.117 "**Phase 2 Commencement Date**" is defined in Section 5.2.8.

1.118 "**Phase 2 Conceptual Plans**" is defined in Section 5.3.1.

1.119 "**Phase 2 Conveyance**" is defined in Section 10.3.1.

1.120 "**Phase 2 Final Design Plans**" is defined in Section 5.3.4.

1.121 "**Phase 2 Improvements**" is defined in Section 7.2.

1.122 "**Phase 2 MRA-Approved Conceptual Plans**" is defined in Section 5.3.1.

1.123 "**Phase 2 MRA-Approved Design Plans**" is defined in Section 5.3.3.

1.124 "**Phase 2 Preliminary Design Plans**" is defined in Section 5.3.2.

1.125 "**Phase 2 Purchase Installment**" is defined in Section 4.1.3.

1.126 "**Phase 2 Purchase Notice**" is defined in Section 10.3.1(b).

1.127 "**Phase 3 Closing**" is defined in Section 10.4.2.

1.128 "**Phase 3 Closing Conditions**" is defined in Section 10.4.1.

1.129 "**Phase 3 Closing Date**" is defined in Section 10.4.2.

1.130 "**Phase 3 Commencement Date**" is defined in Section 5.4.8.

1.131 "**Phase 3 Conceptual Plans**" is defined in Section 5.4.1.

1.132 "**Phase 3 Conveyance**" is defined in Section 10.4.1.

1.133 "**Phase 3 Final Design Plans**" is defined in Section 5.4.4

1.134 "**Phase 3 Improvements**" is defined in Section 7.3.

1.135 "**Phase 3 MRA-Approved Conceptual Plans**" is defined in Section 5.4.1.

1.136 "**Phase 3 MRA-Approved Design Plans**" is defined in Section 5.4.3.

1.137 "**Phase 3 Preliminary Design Plans**" is defined in Section 5.4.2.

1.138 "**Phase 3 Purchase Installment**" is defined in Section 4.1.4.

1.139 "**Phase 3 Purchase Notice**" is defined in Section 10.4.1(c).

1.140 "**Phasing Plan**" is defined in Section 8.5.

1.141 "**Plans and Specifications**" means collectively any and all plans, site plans, specifications, architectural drawings, renderings, plans, plats, agreements, contracts, permits, certificates, entitlements and approvals, reports, assessments, studies, and surveys relating to the Property.

1.142 "**Plat**" is defined in Section 9.1.

1.143 "**Pollutant**" means any material, waste or substance that is now or may become regulated or governed by any Environmental Laws, or the presence of which requires investigation under any Environmental Laws, or any flammable, explosive, corrosive, reactive, carcinogenic, radioactive material, hazardous waste, toxic substance or related material and any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any Environmental Laws.

1.144 "**Preliminary Approval Notice**" is defined in Section 5.2.

1.145 "**Preliminary Design Plans**" include detailed and dimensioned site plans indicating building setbacks and frontages, vehicular circulation, areas for parking and deliveries, pedestrian and bicycle circulation areas and facilities; landscape plans indicating plant and color palette, outdoor amenities, and materials identification; building elevations and floor plans indicating facade materials, color, entries/exits, and design features; site sections and general description of building systems, construction type, and green-building features, (for building rehabilitation, a general description of code compliance, accessibility, fire, health, and safety improvements) to indicate the design and construction intent of the proposed development, and consistency with the Master Plan. Preliminary Design Plans also includes a detailed development program with square footage of building area, space types, and uses, as well as any uses, including affordability, that achieve requirements or goals of the Master Plan and Community Development Plan.

1.146 "**Preliminary Disapproval Notice**" is defined in Section 5.2.

1.147 "**Private Improvement Project Specifications**" means, individually or collectively, as applicable, the obligations set forth in Article 7 required to be performed by Developer in order to achieve Final Completion of the Private Improvements for each Phase.

1.148 "**Private Improvements**" means, individually or collectively, as applicable, the Phase 1 Improvements, the Phase 2 Improvements, and the Phase 3 Improvements, or the applicable portion thereof.

1.149 "**Prohibited Person**" means any of the following: (a) a Person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a Person owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise

subject to the provisions of, the Executive Order; (c) a Person that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, https://ofac.treasury.gov/sanctions-list-service; (d) a Person that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a Person that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

1.150 "**Project**" means the Proposed Project, as developed and operated by Developer pursuant to the terms of this Agreement, including, but not limited to Developer's obligations under Article 7 and Article 11.

1.151 "**Project Employer**" is defined in Section 11.3.

1.152 "**Project Employment Opportunities**" is defined in Section 11.3.

1.153 "**Project ROW Improvements**" is defined in Section 8.1.

1.154 "**Property**" means the approximately 11 acres of land, together with the buildings known as Benildus Hall, Onate Hall, Driscoll Fitness Center and Garson Studios (collectively, the "**Buildings**"), and all other existing accessory structures and improvements located thereon, and rights of egress across adjacent roadways, located within in the Midtown Site and generally depicted on Exhibit B-1.

1.155 "**Proposed Project**" is defined in Recital E above.

1.156 "**Purchase Price**" is defined in Section 4.1.

1.157 "**QOF**" is defined in Recital E above.

1.158 "**Qualified Expenditures**" is defined in Section 11.1.

1.159 "**Qualified New Mexico Film School**" means any of the following: (a) a state authorized (in accordance with the Post-Secondary Educational Institution Act) or publicly-funded academic, vocational, technical, business, professional, or other post-secondary or other organization or Person offering or purporting to offer a curriculum that includes courses, instruction, training, or education in film and/or television production from a physical site in New Mexico; or (b) a nonprofit organization having a principal office in New Mexico that provides training and or academic curriculum in the film industry in partnership with a New Mexico-based film trade union.

1.160 "**Qualified New Mexico Internship Program**" means an internship program based in the State of New Mexico that offers on-the-job training to individuals pursuing or considering a career in the film or television industry.

1.161 "**Quarterly Construction Report**" is defined in Section 17.1.1.

1.162 "**Report**" is defined in Section 17.1.1.

1.163 "**Required Uses**" is defined in Section 6.1

1.164 "**Residential Project**" is defined in Section 7.2.

1.165 "**Response Deadline**" is defined in Section 10.5.3.

1.166 "**Response Notice**" is defined in Section 10.5.3.

1.167 "**Right of Way Plans**" is defined in Section 8.1.

1.168 "**Right of Way Schedule**" is defined in Section 8.2.

1.169 "**Shellaberger Property**" means the real property and improvements owned by Developer or an Affiliate of Developer and located at 1954 Siringo Road, Santa Fe, New Mexico 87505.

1.170 "**Solar Facilities**" is defined in Section 7.2.

1.171 "**Studio RFP**" is defined in Recital D above.

1.172 "**Survey**" is defined in Section 10.5.2.

1.173 "**Term**" is defined in Section 2.2.

1.174 "**Termination Event**" is defined in Section 18.2.1(b).

1.175 "**The Screen**" means the 165-seat theater located within the building known as Garson Studios.

1.176 "**TIF District**" is defined in Section 11.9.

1.177 "**Title Commitment**" is defined in Section 10.5.2.

1.178 "**Title Company**" is defined in Section 10.1.

1.179 "**Title Documents**" is defined in Section 10.5.2.

1.180 "**Title Objections**" is defined in Section 10.5.3.

1.181 "**Title Policy**" is defined in Section 10.5.2.

1.182 "**Title Receipt Deadline**" is defined in Section 10.5.2.

1.183 "**Transfer**" is defined in Section 15.1.

1.184 "**Uncontrollable Events**" means the occurrence of any (a) Force Majeure Event, (b) delay caused by Developer Parties, including Developer Parties' interference or failure to cooperate with the City's design and construction of the Midtown ROW Improvements, and/or (c) insufficiency of appropriations or authorizations as set forth in Section 20.29, that adversely impacts the ability of the City to complete any portion of the Project ROW Improvements.

1.185 "**Utilities**" is defined in Section 8.6.2.

1.186 "**Utilities Agreement**" is defined in Section 8.6.2.

## ARTICLE 2
## EFFECTIVE DATE; TERM OF AGREEMENT

2.1 Effective Date. This Agreement shall become effective on the date that is 45 days after the Governing Body adopts an ordinance approving this Agreement (the "**Effective Date**"); provided, however, if a referendum election is held, as required by Section 3-54-1, NMSA 1978, the Effective Date shall be suspended pending the outcome of the referendum election. If the results of the election are in favor of this Agreement, the Effective Date will commence on the date of the certification of a favorable election. If the referendum election results are against this Agreement, this Agreement shall be immediately null and void. Notwithstanding the foregoing, if the City has not recorded a new plat map to subdivide the Property into parcels (the "**Plat**") in the real property records of the Clerk's Office of Santa Fe County, New Mexico ("**Official Records**") prior to the Effective Date, the Effective Date shall be suspended until the recording date of the Plat.

2.2 Term. The term of this Agreement (the "**Term**") shall commence upon the Effective Date and shall continue until the earlier of (i) the expiration of the Lease, (ii) the consummation of the Phase 3 Conveyance, or (iii) the City's notice of termination pursuant to Article 18, provided that the provisions of Article 11 shall continue in effect for the duration of the terms set forth therein.

2.3 Lease. Concurrently herewith, the City and Developer shall enter into the Lease on the form attached hereto as Exhibit C, pursuant to which the City will lease the Property to Developer during the Lease Term for Developer to access, construct and operate the Project, all on the terms and conditions set forth herein and in the Lease.

2.4 Furniture, Fixtures & Equipment. As of the Effective Date, for good and valuable consideration forming a portion of the Initial Deposit, the sufficiency of which is hereby acknowledged, the City hereby conveys to Developer all furniture, fixtures and equipment located within or affixed to any Building at the Property.

## ARTICLE 3
## DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

From and after the Effective Date, Developer represents and warrants to the City that:

3.1 Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has its principal office at 1954 Siringo Road, Santa Fe, New Mexico 87505. Developer is in good standing under the laws of the state of New Mexico.

3.2 Developer has full power and authority to execute, deliver and perform its obligations under this Agreement, and has taken all required entity actions and obtained all required approvals therefor, if any, and no other approvals or consents not obtained by Developer as of the Effective Date are necessary in connection with Developer's execution of or performance of obligations under this Agreement.

3.3 The individual signing this Agreement on behalf of Developer is authorized to sign this Agreement on Developer's behalf and to bind Developer hereto, and this Agreement is binding upon and enforceable against Developer in accordance with its terms.

3.4 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and Developer's compliance with the terms and conditions of this Agreement will not violate the terms of Developer's certificate of formation or limited liability company agreement (collectively, the "**Governance Documents**"), true and complete copies of which have been provided to the MRA Director prior to the Effective Date, or conflict with or result in a breach of any of the terms, conditions, or provisions of any restriction, agreement, or any instrument to which Developer is a party or by which it is bound, nor will it result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon the Property or the Project, except for any permitted encumbrances.

3.5 Developer shall not amend or change its Governance Documents, including the addition of members or partners, in any manner that would conflict with or result in a breach of the terms of this Agreement.

3.6 Neither Developer nor Developer's Principal has (a) made a general assignment for the benefit of creditors, (b) filed for any voluntary petition in bankruptcy or, to Developer's knowledge, suffered the filing of an involuntary petition by Developer's creditors, (c) suffered the appointment of a receiver to take possession (or the attachment or other judicial seizure) of all, or substantially all, of such Person's assets, (d) admitted in writing its inability to pay its debts as they generally come due or (e) made an offer of settlement, extension or composition to its creditors generally.

3.7 There are no legal actions or proceedings pending or, to Developer's knowledge, threatened against Developer which would, if adversely determined, have a material adverse effect on Developer or the ability of Developer to perform its obligations under this Agreement.

3.8 Neither any member of the Governing Body nor any officer or employee of the City has any direct, indirect, legal, or beneficial interest in Developer, the Project, this Agreement or in any contract or agreement between the City and Developer or in any franchise, concession, right or privilege of any nature granted by the City to Developer in this Agreement.

3.9 Developer is not a Prohibited Person.

3.10 This Agreement is entered into by Developer without collusion on the part of Developer with any Person, without fraud and in good faith.

3.11 No gratuities, in the form of entertainment, gifts or otherwise, were, or during the Term of this Agreement, will be offered or given by Developer or any agent or representative of Developer to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment in connection with any matter hereunder for which a determination or performance invokes the City's discretion.

3.12 All members and officers of Developer, as well as all Persons (or their principals) holding an interest in any member of Developer, are set forth on Exhibit D attached hereto, and Developer shall provide the City with written notification of any change of Control of Developer within 30 days after any such change through the Term of this Agreement.

3.13 Developer has sufficient funds to enable Developer to develop and complete the construction of the Phase 1 Improvements and pay all fees and expenses necessary or related thereto, and prior to the commencement of construction of the Phase 2 Improvements and Phase 3 Improvements, Developer shall have sufficient funds and/or binding commitments from third parties to provide such funds to enable Developer to develop and complete the Phase 2 Improvements and Phase 3 Improvements and to pay all fees and expenses necessary or related thereto.

## ARTICLE 4
## PROJECT CONSIDERATION

4.1 Consideration. The purchase price for the Property (the "**Purchase Price**") to be paid by Developer to the City is $5,000,000.00. The Purchase Price, subject to the prorations and adjustments as provided in Article 10, shall be payable by Developer in immediately available funds as follows:

4.1.1 *Initial Deposit*. A portion of the Purchase Price in the amount of $1,000,000.00 (the "**Initial Deposit**") shall be payable in full on the Effective Date. The Initial Deposit shall be nonrefundable to Developer, except in the event Developer terminates this Agreement in accordance with Section 6.1 (Master Plan Amendment) or Section 18.6 (City Default).

4.1.2 *Phase 1 Purchase Installment*. A portion of the Purchase Price in the amount of $2,250,000 (the "**Phase 1 Purchase Installment**") shall be payable in full at the Phase 1 Closing.

4.1.3 *Phase 2 Purchase Installment*. A portion of the Purchase Price in the amount of $1,250,000 (the "**Phase 2 Purchase Installment**") shall be payable in full at the Phase 2 Closing.

4.1.4 *Phase 3 Purchase Installment*. A portion of the Purchase Price in the amount of $500,000 (the "**Phase 3 Purchase Installment**") shall be payable in full at the Phase 3 Closing. The Phase 1 Closing, Phase 2 Closing and Phase 3 Closing are referred to herein, collectively, as the "**Closings**" and, individually, as a "**Closing**."

## ARTICLE 5
## DEVELOPER ROLE; PROJECT APPROVALS AND TIMELINE

5.1 Developer Role. Developer shall be responsible for the overall conceptualization, design, and construction of the Project in accordance with the Final Design Plans and the Applicable Rules. In connection with the foregoing, Developer shall be responsible, at its sole cost and expense, for the entitlement, development, construction, and operation of the Project, including without limitation:

5.1.1 Assembling a Project team with the necessary expertise, experience, and capacity to develop and manage the Project.

5.1.2 Attending and/or facilitating public forums, hearings, and briefings with relevant stakeholders, adjacent neighborhood associations, the Governing Body, elected officials, City agencies, and other organizations as required to obtain the final permits for the Project.

5.1.3 Designing all Private Improvements related to the Project.

5.1.4 Securing all financing for the Project, including horizontal and vertical development and construction cost, acquisition costs, pre-development costs, soft costs, off-site costs, and infrastructure costs.

5.1.5 Preparing, processing and obtaining in a timely manner all required approvals, permits, licenses, and certificate(s) of any Governmental Authorities relating to the development and construction of the Project required under the Applicable Rules (collectively, as applicable, "**Approvals**").

5.1.6 Constructing the Project in accordance with the Approvals, and in compliance with the Project Standards. For purposes of this Agreement, "**Project Standards**" means the general standards of quality for construction, maintenance, operations, security and other activities applicable to the Project's use, in a first class manner consistent with reputable business standards and practices typical of similar projects within the Santa Fe metropolitan area.

5.1.7 Maintaining and operating the Project, including the community benefits set forth in Article 11, in compliance with the Project Standards.

5.1.8 Paying all property taxes and other taxes associated with the Project in accordance with this Agreement and the Lease.

5.2 Phase 1 Plans; Phase 1 Construction Schedule.

5.2.1 *Conceptual Plans*. Developer previously submitted its Conceptual Plans for Phase 1 to the MRA Director in the form attached hereto as Exhibit E (the "**Phase 1 Conceptual Plans**"), which Phase 1 Conceptual Plans have been reviewed by the MRA Director and deemed to be consistent with the Master Plan and Community Development Plan.

5.2.2 *Design Plans*. At least 30 days before Developer submits an application to the City and the State of New Mexico Construction Industries Division (the "**State CID**") for development plan and/or building permit approval for each component of Phase 1, Developer shall deliver to the MRA Director its Preliminary Design Plans for each such component of Phase 1 (the "**Phase 1 Preliminary Component Design Plans**"). The Phase 1 Preliminary Component Design Plans shall be in a format customarily acceptable to the City of Santa Fe Planning and Land Use Department. In addition to the foregoing, Developer shall provide a written affidavit to the City (a) setting forth Developer's estimate, based on Developer's initial modeling, of the total points the Phase 1 Improvements will receive within each of the subcategories designated as 'Required in RFP' on the Project Checklist attached as Appendix A to the Community Development Plan, as such subcategories and point system are further described in the United States Green Building Council (USGBC) Leadership in Environmental and Energy Design: Neighborhood Development (LEED-ND) attached hereto as Exhibit F (the "**LEED Requirements**"), and (b) identifying the fixtures, materials, systems and/or design elements incorporated within the Phase 1 Preliminary Component Design Plans that will cause the Phase 1 Improvements to meet the applicable LEED Requirements (i.e., those applicable to existing buildings and/or major renovation, as applicable) and which form the basis for Developer's estimate of the point totals for the Phase 1 Improvements. As of the Effective Date, to the City's knowledge, the Buildings known as Garson Studios, Benildus Hall, and Driscoll Hall either conform to the requirements of City Code or are legal nonconforming structures, as such term is defined in Article 14-12 of the City Code. Developer may submit individual Phase 1 Preliminary Component Design Plans for each building or parcel within Phase 1 to the MRA Director and the City or the State

CID, as applicable, and not all components must be completed simultaneously so long as all component submissions have been made by the date that is 120 days after the Effective Date.

5.2.3 *MRA Comments*. The MRA Director shall review each set of Phase 1 Preliminary Component Design Plans for consistency with the Phase 1 Conceptual Plans, the Master Plan and the Community Development Plan, and shall provide to Developer written notice of its approval or disapproval thereof (respectively, as applicable, the "**Preliminary Approval Notice**" or "**Preliminary Disapproval Notice**") within 20 Business Days following receipt of such Phase 1 Preliminary Component Design Plans, provided that any Preliminary Disapproval Notice shall identify the inconsistency or inconsistencies with the Phase 1 Conceptual Plans on which the disapproval is based. Any failure by the MRA Director to timely deliver Preliminary Approval Notice or Preliminary Disapproval Notice will be deemed to constitute the MRA Director's approval of the Phase 1 Preliminary Component Design Plans. If the MRA Director delivers a Preliminary Disapproval Notice, Developer shall revise the Phase 1 Preliminary Component Design Plans accordingly and deliver the Phase 1 Preliminary Component Design Plans, as revised, to the MRA Director for further review, following which the Preliminary Approval Notice or Preliminary Disapproval Notice and revision procedure detailed above shall continue until the MRA Director has delivered a Preliminary Approval Notice with respect to the Phase 1 Preliminary Component Design Plans (the "**Phase 1 MRA-Approved Component Design Plans**").

5.2.4 *Final Plans*. Any revisions to the Phase 1 MRA-Approved Component Design Plans required for approvals by the City in connection with any site improvements (other than vertical improvements) or by the State CID or other applicable Governmental Authorities in connection with the design or construction of the vertical improvements shall be incorporated into and made a part of the Phase 1 MRA-Approved Component Design Plans, without further approval of the MRA Director being required, and the Phase 1 MRA-Approved Component Design Plans, as revised and approved by the City or the State CID, as applicable, shall hereinafter be referred to as the "**Phase 1 Component Final Design Plans**."

5.2.5 *Development Approvals*. Developer acknowledges that Chapter 14 of the City Code sets forth certain review and approval requirements applicable to the Phase 1 Improvements which are not within the State CID's jurisdiction or authority pursuant to the Construction Industries Licensing Act, Chapter 60, Article 13, NMSA 1978 and Chapter 5, Title 14, N.M. Admin Code (collectively, the "**CIL Rules**"), including but not limited to zoning compliance and compliance with City Code provisions applicable to grading, landscaping, lighting, pedestrian and vehicular circulation, parking, infrastructure serving the site, and open space. Developer shall be required to complete the City review and approval process for each of the foregoing matters. Prior to submission of any application to the State CID for building permits in connection with the construction of the Phase 1 Improvements, Developer shall obtain a letter from the City Planning and Land Use Department confirming that the Phase 1 Component Final Design Plans comply with said regulations, and Developer acknowledges that Developer is not entitled to commence construction of the Phase 1 Improvements until Developer has obtained such letter.

5.2.6 *Inspection Approvals*. Developer shall not be deemed to have achieved Final Completion until such time as the City and State CID have inspected and approved the construction or installation of the Phase 1 Improvements for which the City or State CID, as applicable, approved the plans pursuant to Section 5.2.5, as the Phase 1 Improvements (or the applicable portion thereof) that correspond to such plans are completed. For the avoidance of doubt, the City's approval of plans shall

not be required for the issuance by the State CID of a temporary or permanent certificate of occupancy, but shall be required for Final Completion.

5.2.7 *Building Permit Submission Date*. Developer shall submit for building permits and all other Approvals for the Phase 1 Improvements (including each component thereof) no later than 30 days after the approval of the Phase 1 MRA-Approved Component Design Plans by all applicable Governmental Authorities ("**Phase 1 Building Permit Submission Date**").

5.2.8 *Commencement of Construction*. Developer shall Commence Construction for each component of Phase 1 within 45 days after Developer receives its building permit and zoning approval for said component. The date on which Developer is obligated to Commence Construction with respect to the first building permit obtained for Phase 1 is referred to herein as the "**Phase 1 Commencement Date**." Subject to the foregoing, Developer reserves the right to Commence Construction for components of Phase 1 at different times, and no provision hereof shall be construed to require Developer to commence all components of Phase 1 simultaneously. Notwithstanding the foregoing, if Developer has submitted applications for building permits to State CID in accordance with Section 5.2.7 prior to Developer's receipt of zoning approval from the City, but has not obtained zoning approval from the City despite commercially reasonable efforts to secure such approval, then Developer shall not be required to Commence Construction until such approval is granted so long as Developer diligently and continuously pursues such approvals.

5.2.9 *Completion of Construction*. Developer shall achieve substantial completion of the Phase 1 Improvements (as shall be evidenced by the issuance and receipt of applicable temporary or conditional certificates of occupancy therefor) on or before the first anniversary of the Phase 1 Commencement Date.

5.3 Phase 2 Plans; Phase 2 Construction Schedule.

5.3.1 *Conceptual Plans.* No later than nine months after the Effective Date, Developer shall deliver to the MRA Director its Conceptual Plans for Phase 2 (the "**Phase 2 Conceptual Plans**"). The MRA Director will have 20 Business Days after its receipt of the Phase 2 Conceptual Plans to review the same consistency with the requirements of this Agreement, the Master Plan and the Community Development Plan and deliver to Developer either a Preliminary Approval Notice or a Preliminary Disapproval Notice (which shall set forth the inconsistency or inconsistencies identified in the Phase 2 Conceptual Plans on which the MRA Director's disapproval is based). Any failure by the MRA Director to timely deliver a Preliminary Approval Notice or Preliminary Disapproval Notice will be deemed to constitute the MRA's approval of the Phase 2 Conceptual Plans. If the MRA Director delivers a Preliminary Disapproval Notice, Developer shall revise the Phase 2 Conceptual Plans accordingly and deliver the Phase 2 Conceptual Plans, as revised, to the MRA Director for further review, following which the Preliminary Approval Notice or Preliminary Disapproval Notice and revision procedure detailed above shall continue until the MRA Director has delivered a Preliminary Approval Notice with respect to the Phase 2 Conceptual Plans (the "**Phase 2 MRA-Approved Conceptual Plans**").

5.3.2 *Preliminary Design*. At least 30 days before Developer submits an application to the City or the State CID for development plan and/or building permits, Developer shall submit to the MRA Director Preliminary Design Plans for Phase 2 that are consistent with the Phase 2 MRA-Approved Conceptual Plans (the "**Phase 2 Preliminary Design Plans**"). Developer shall also provide a written affidavit to the City written affidavit to the City (a) setting forth Developer's estimate, based

on Developer's initial modeling, of the total points the Phase 2 Improvements will receive within each of the subcategories comprising the LEED Requirements, and (b) identifying the fixtures, materials, systems and/or design elements incorporated within the Phase 2 Preliminary Design Plans that will cause the Phase 2 Improvements to meet the applicable LEED Requirements and which form the basis for Developer's estimate of the point totals for the Phase 2 Improvements. Developer shall submit Phase 2 Preliminary Design Plans to the City or the State CID, as applicable, for approval on or before the first anniversary of the Effective Date.

5.3.3 *MRA Comment*. The MRA Director will have 20 Business Days following receipt from Developer to review the Phase 2 Preliminary Design Plans for consistency with the Phase 2 MRA-Approved Conceptual Plans and deliver to Developer either a Preliminary Approval Notice or a Preliminary Disapproval Notice, provided that any Preliminary Disapproval Notice shall identify the inconsistency or inconsistencies with the Phase 2 Preliminary Design Plans on which the disapproval is based. Any failure by the MRA Director to timely deliver a Preliminary Approval Notice or Preliminary Disapproval Notice will be deemed to constitute the MRA's approval of the Phase 2 Preliminary Design Plans. If the MRA Director delivers a Preliminary Disapproval Notice, Developer shall use commercially reasonable efforts to incorporate the MRA Director's comments into the Phase 2 Preliminary Design Plans in its next submission of the same to the City. Such submission shall be referred to herein as the "**Phase 2 MRA-Approved Design Plans**."

5.3.4 *Final Plans*. Any revisions to the Phase 2 MRA-Approved Design Plans required for approvals by the City in connection with any site improvements (other than vertical improvements) or by the State CID or other applicable Governmental Authorities in connection with the design or construction of the vertical improvements shall be incorporated into and made a part of the Phase 2 MRA-Approved Design Plans, without further approval of the MRA Director being required, upon which the Phase 2 MRA-Approved Design Plans, as revised and approved by the City, shall be referred to as the "**Phase 2 Final Design Plans**."

5.3.5 *Development Approvals*. Developer acknowledges that Chapter 14 of the City Code sets forth certain review and approval requirements applicable to the Phase 2 Improvements which are not within the State CID's jurisdiction or authority pursuant to the CIL Rules, including but not limited to zoning compliance and compliance with City Code provisions applicable to grading, landscaping, lighting, pedestrian and vehicular circulation, parking, infrastructure serving the site, and open space. Developer shall be required to complete the City review and approval process for each of the foregoing matters. Prior to submission of any application to the State CID for building permits in connection with the construction of the Phase 2 Improvements, Developer shall obtain a letter from the City Planning and Land Use Department confirming that the Phase 2 Final Design Plans comply with said regulations, and Developer acknowledges that Developer is not entitled to commence construction of the Phase 2 Improvements until Developer has obtained such letter.

5.3.6 *Inspection Approvals*. Developer shall not be deemed to have achieved Final Completion until such time as the City and State CID have inspected and approved the construction or installation of the Phase 2 Improvements for which the City or State CID, as applicable, approved the plans pursuant to Section 5.3.5, as the Phase 2 Improvements (or the applicable portion thereof) that correspond to such plans are completed. For the avoidance of doubt, the City's approval of plans shall not be required for the issuance by the State CID of a temporary or permanent certificate of occupancy, but shall be required for Final Completion.

5.3.7 *Building Permit Submission Date*. Developer shall submit for building permit and development plan approval for the Phase 2 Improvements no later than 60 days after the approval of the Phase 2 MRA-Approved Design Plans by all applicable Governmental Authorities (the "**Phase 2 Building Permit Submission Date**").

5.3.8 *Commencement of Construction*. Developer shall Commence Construction for each component of Phase 2 within 45 days after Developer receives its building permit and zoning approval for Phase 2. The date on which Developer is obligated to Commence Construction with respect to the first building permit obtained for Phase 2 is referred to herein as the "**Phase 2 Commencement Date**." Notwithstanding the foregoing, if Developer has submitted applications for building permits to State CID in accordance with Section 5.3.7 prior to Developer's receipt of zoning approval from the City, but has not obtained zoning approval from the City despite commercially reasonable efforts to secure such approval, then Developer shall not be required to Commence Construction until such approval is granted so long as Developer diligently and continuously pursues such approvals.

5.3.9 *Completion of Construction*. Developer shall achieve substantial completion of the Phase 2 Improvements (as shall be evidenced by the issuance and receipt of applicable temporary or conditional certificates of occupancy therefor) on or before the date that is 18 months after the Phase 2 Commencement Date.

5.4 Phase 3 Plans; Phase 3 Construction Schedule.

5.4.1 *Conceptual Plans.* No later than 27 months after the Effective Date, Developer shall deliver to the MRA Director the Conceptual Plans for Phase 3 (the "**Phase 3 Conceptual Plans**"). The MRA Director will have 15 Business Days after its receipt of the Phase 3 Conceptual Plans to review the same consistency with the requirements of this Agreement, the Master Plan and the Community Development Plan and deliver to Developer either a Preliminary Approval Notice or a Preliminary Disapproval Notice (which shall set forth the inconsistency or inconsistencies identified in the Phase 3 Conceptual Plans on which the MRA Director's disapproval is based). Any failure by the MRA Director to timely deliver a Preliminary Approval Notice or Preliminary Disapproval Notice will be deemed to constitute the MRA Director's approval of the Phase 3 Conceptual Plans. If the MRA Director delivers a Preliminary Disapproval Notice, Developer shall revise the Phase 3 Conceptual Plans accordingly and deliver the Phase 3 Conceptual Plans, as revised, to the MRA Director for further review, following which the Preliminary Approval Notice or Preliminary Disapproval Notice and revision procedure detailed above shall continue until the MRA Director has delivered a Preliminary Approval Notice with respect to the Phase 3 Conceptual Plans (the "**Phase 3 MRA-Approved Conceptual Plans**").

5.4.2 *Preliminary Design*. At least 30 days before Developer submits an application to the City and the State CID for development plan and/or building permit, Developer shall submit to the MRA Director the Preliminary Design Plans for Phase 3 that are consistent with the Phase 3 MRA-Approved Conceptual Plans (the "**Phase 3 Preliminary Design Plans**"). Developer shall also provide a written affidavit to the City (a) setting forth Developer's estimate, based on Developer's initial modeling, of the total points the Phase 3 Improvements will receive within each of the subcategories comprising the LEED Requirements, and (b) identifying the fixtures, materials, systems and/or design elements incorporated within the Phase 3 Preliminary Design Plans that will cause the Phase 3 Improvements to meet the applicable LEED Requirements and which form the basis for Developer's

estimate of the point totals for the Phase 3 Improvements. Developer shall submit Phase 3 Preliminary Design Plans to the City or the State CID, as applicable, for approval no later than 33 months after the Effective Date.

5.4.3 *MRA Comment*. The MRA Director will have 20 Business Days following receipt from Developer to review the Phase 3 Preliminary Design Plans for consistency with the Phase 3 MRA-Approved Conceptual Plans and deliver to Developer either a Preliminary Approval Notice or a Preliminary Disapproval Notice, provided that any Preliminary Disapproval Notice shall identify the inconsistency or inconsistencies with the Phase 3 Preliminary Design Plans on which the disapproval is based. Any failure by the MRA Director to timely deliver a Preliminary Approval Notice or Preliminary Disapproval Notice will be deemed to constitute the MRA's approval of the Phase 3 Preliminary Design Plans. If the MRA Director delivers a Preliminary Disapproval Notice, Developer shall use commercially reasonable efforts to incorporate the MRA Director's comments into the Phase 3 Preliminary Design Plans in its next submission of the same to the City. Such submission shall be referred to herein as the "**Phase 3 MRA-Approved Design Plans**."

5.4.4 *Final Plans*. Any revisions to the Phase 3 MRA-Approved Design Plans required for approvals by the City in connection with any site improvements (other than vertical improvements) or by the State CID or other applicable Governmental Authorities in connection with the design or construction of the vertical improvements shall be incorporated into and made a part of the Phase 3 MRA-Approved Design Plans, without further approval of the MRA Director being required, and the Phase 3 MRA-Approved Design Plans, as revised and approved by the City, shall hereinafter be referred to as the "**Phase 3 Final Design Plans**."

5.4.5 *Development Approvals*. Developer acknowledges that Chapter 14 of the City Code sets forth certain review and approval requirements applicable to the Phase 3 Improvements which are not within the State CID's jurisdiction or authority pursuant to the CIL Rules, including but not limited to zoning compliance and compliance with City Code provisions applicable to grading, landscaping, lighting, pedestrian and vehicular circulation, parking, infrastructure serving the site, and open space. Developer shall be required to complete the City review and approval process for each of the foregoing matters. Prior to submission of any application to the State CID for building permits in connection with the construction of the Phase 3 Improvements, Developer shall obtain a letter from the City Planning and Land Use Department confirming that the Phase 3 Final Design Plans comply with said regulations, and Developer acknowledges that Developer is not entitled to commence construction of the Phase 3 Improvements until Developer has obtained such letter.

5.4.6 *Inspection Approvals*. Developer shall not be deemed to have achieved Final Completion until such time as the City and State CID have inspected and approved the construction or installation of the Phase 3 Improvements for which the City or State CID, as applicable, approved the plans pursuant to Section 5.4.5, as the Phase 3 Improvements (or the applicable portion thereof) that correspond to such plans are completed. For the avoidance of doubt, the City's approval of plans shall not be required for the issuance by the State CID of a temporary or permanent certificate of occupancy, but shall be required for Final Completion.

5.4.7 *Building Permit Submission Date*. Developer shall submit for building permit and development plan approval for Phase 3 Improvements no later than 60 days after the approval of the Phase 3 MRA-Approved Design Plans by all applicable Governmental Authorities.

5.4.8 *Commencement of Construction*. Developer shall Commence Construction for Phase 3 no later than 45 days after Developer receives its first building permit and zoning approval for Phase 3. The date on which Developer is obligated to Commence Construction with respect to Phase 3 is referred to herein as the "**Phase 3 Commencement Date**." Notwithstanding the foregoing, if Developer has submitted applications for building permits to State CID in accordance with Section 5.4.7 prior to Developer's receipt of zoning approval from the City, but has not obtained zoning approval from the City despite commercially reasonable efforts to secure such approval, then Developer shall not be required to Commence Construction until such approval is granted so long as Developer diligently and continuously pursues such approvals.

5.4.9 *Completion of Construction*. Developer shall achieve substantial completion of the Phase 3 Improvements (as shall be evidenced by the issuance and receipt of applicable temporary or conditional certificates of occupancy therefor) on or before the date that is 18 months after the Phase 3 Commencement Date.

5.5 Defects in Plans. Developer acknowledges and agrees that neither the City, the MRA nor or any department, governing body, commission, agency, official, officer, employee, agent, representative or volunteer of the City or the MRA (collectively, the "**City Parties**") has made any representation or warranty, through this Agreement or otherwise, concerning the condition of the Property or the sufficiency of the development plans for any purpose, and no such City Parties shall be responsible either to Developer or to third parties in any way for defects in any development plans approved by any of the City Parties, nor for any structural, environmental or other defects in any work performed pursuant thereto. Developer, on behalf of itself and its successors and assigns, hereby waives and releases any claims, encumbrances, liens, demands, suits, judgments, proceedings, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees and court costs) of any kind or nature (collectively, "**Liabilities**") against the City Parties for any monetary damages or compensation as a result of defects in such plans, including the violation of any laws or regulations, and for defects in any work done according to the such plans. The provisions of this Section shall survive any expiration or termination of this Agreement.

5.6 Cooperation with the City. Developer shall provide the MRA Director with copies of all applications for rezoning, site plans, any changes thereto, and any Approvals relating thereto made by or obtained from any Governmental Authorities with respect to the Property, the Private Improvements, and the Project.

## ARTICLE 6
## CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION

6.1 Master Plan Amendment. Developer acknowledges that as of the Effective Date (a) the permitted uses for the parcels comprising Phase 1 include film related uses as existing nonconforming uses, but the Master Plan does not include film and multi-media production, cinema or supportive retail as permitted uses, and any development of Phase 1 for film and multi-media production, cinema or supportive retail uses is contingent upon the adoption of an amendment to the Master Plan approving such uses, (b) residential use is identified as an accessory use under the Master Plan, and any development of Phase 2 that includes a residential component that is not an accessory use is contingent upon the adoption of an amendment to the Master Plan approving such uses, and (c) the permitted uses under the Master Plan for the parcel(s) comprising Phase 3 do not include film and multi-media production and light industrial, and any development of Phase 3 for film and multi-media

production and/or light industrial use is contingent upon the adoption of an amendment to the Master Plan approving such uses. No later than 60 days after the Effective Date, Developer shall, at its sole cost and expense, prepare and deliver to the MRA Director, a draft application for an amendment to the Master Plan (the "**Master Plan Amendment**"), together with all documents and information required to be submitted for the Governing Body's consideration thereof, which provides for (i) the modifications to the permitted uses and ancillary uses for the Properties set forth on Exhibit N attached hereto (the "**Required Uses**"), and (ii) such additional modifications to the Master Plan in connection with the Project as Developer may reasonably request ("**Discretionary Modifications**"). Within 10 Business Days after the MRA Director's receipt of the draft application, the MRA Director shall review the draft application and deliver written notice to Developer either of the MRA Director's approval of the draft application or of any modifications required by the MRA Director (including, to the extent necessary, any supplemental or clarifying information required for Developer to implement the same). Developer acknowledges that the MRA Director may reject or change any Discretionary Modifications or require any additional modifications as the MRA Director determines in its sole discretion, provided that Developer's approval shall be required for any modifications that would further restrict the Required Uses or otherwise impose any additional obligations on Developer or reduce any rights of Developer, in any material respect, which are not provided for in this Agreement. Subject to the foregoing provision, within five Business Days after receipt of the MRA Director's required modifications, Developer shall incorporate the same and deliver an updated draft application to the MRA Director, and said review and approval or modification process shall be repeated until such time as the MRA Director approves the draft application (the "**Final Application**"). The Governing Body hereby authorizes and empowers the MRA Director to submit, or cause Developer (acting as agent on behalf of the MRA) to submit, the Final Application to the City Planning and Land Use Department for its review and recommendation. If, at the conclusion of the City's review of and decision concerning the Master Plan Amendment, the Governing Body issues a final action either denying the proposed Master Plan Amendment or approving or conditionally approving the Master Plan Amendment with modifications to the form that eliminate, limit or modify the Required Uses in a manner that materially adversely affects Developer's ability to develop and operate the Project consistent with the Required Uses, then on or before the date that is 30 days after the effective date of the Governing Body's final action, Developer may terminate this Agreement by delivering written notice of termination to the City, upon which the Lease shall automatically terminate, the City shall refund Developer's Initial Deposit and, except for the provisions which expressly survive termination, neither Party shall have any further rights or obligations under this Agreement. Developer shall be responsible for all costs related to the preparation and submission of the amendment to the Master Plan. For the avoidance of doubt, nothing in this Section 6.1 shall, at any time prior to the applicable Construction Commencement, operate to terminate or modify Developer's right to continue to operate Developer's business for film studio uses in the Buildings in their current existing nonconforming status.

6.2 Phase 1 Condition Precedent. To secure Developer's completion of the Phase 1 Improvements, as a condition precedent to Construction Commencement for the Phase 1 Improvements, Developer shall provide to the City or its designee (a) such documentation as the City or its designee may reasonably require, including, without limitation, financial statements (i.e., balance sheet, a statement of income, and contingent obligations in each case prepared in accordance with generally accepted accounting principles, consistently applied (collectively, "**Financial Statements**")), of Developer and Developer's Principal, subscription agreements or similar agreements obligating Developer's equity owners to make capital contributions to Developer and/or a

legally binding, firm loan commitment made to Developer, and the total project construction budget, in order to determine that Developer has secured available funds in an amount sufficient to complete Phase 1 in accordance with the Phase 1 Component Final Design Plans (i.e., evidence of debt and equity commitments at least equal to the total project construction budget), and (b) a personal payment and performance guaranty from Developer's Principal in an amount equal to the cost to complete the Phase 1 Improvements in accordance with the Phase 1 Component Final Design Plans, in the form attached hereto as Exhibit G-1 (a "**Guaranty**").

6.3 Phase 2 Conditions Precedent. To secure Developer's completion of the Phase 2 Improvements, as a condition precedent to Construction Commencement for the Phase 2 Improvements, Developer shall provide to the City or its designee (a) such documentation as the City or its designee may reasonably require, including, without limitation, Financial Statements of Developer and Developer's Principal, subscription agreements or similar agreements obligating Developer's equity owners to make capital contributions to Developer and/or a legally binding, firm loan commitment made to Developer, and the total project construction budget, in order to determine that Developer has secured available funds in an amount sufficient to complete Phase 2 in accordance with the Phase 2 Final Design Plans (i.e., evidence of debt and equity commitments at least equal to the total project construction budget), and (b) a cash bond or a bond from a surety licensed in the State of New Mexico, each (i) substantially in the form required by the City under then-current City standards (i.e., as of the date civil plans are approved for the applicable improvement) to secure the performance of the applicable obligation hereunder, and (ii) on a form substantially similar to the form of bond attached hereto as Exhibit G-2 (as applicable, a "**Bond**"), which Bond shall be in an amount equal to the cost to complete the Phase 2 Improvements in accordance with the Phase 2 Final Design Plans.

6.4 Phase 3 Conditions Precedent. To secure Developer's completion of the Phase 3 Improvements, as a condition precedent to Construction Commencement for the Phase 3 Improvements, Developer shall provide to the City or its designee (a) such documentation as the City or its designee may reasonably require, including, without limitation, Financial Statements of Developer and Developer's Principal, subscription agreements or similar agreements obligating Developer's equity owners to make capital contributions to Developer and/or a legally binding, firm loan commitment made to Developer, and the total project construction budget, in order to determine that Developer has secured available funds in an amount sufficient to complete Phase 3 in accordance with the Phase 3 Final Design Plans (i.e., evidence of debt and equity commitments at least equal to the total project construction budget), and (b) a Bond in an amount equal to the cost to complete the Phase 3 Improvements in accordance with the Phase 3 Final Design Plans.

Within five Business Days after the MRA Director's receipt of documentation in form and substance sufficient for the MRA Director to reasonably determine that Developer has satisfied the foregoing conditions precedent with respect to the applicable Phase, the MRA Director shall deliver to Developer a Notice to Proceed for such Phase.

## ARTICLE 7
## PRIVATE IMPROVEMENTS

7.1 Phase 1 Improvements. As part of Developer's obligations for Phase 1, Developer shall cause the Final Completion of the following work and improvements with a minimum investment

of not less than $5,000,000.00 in actual out-of-pocket expenditures, as evidenced by such documentation as the City may reasonably require (collectively, the "**Phase 1 Improvements**"):

7.1.1 the demolition or deconstruction of the existing building known as Onate Hall;

7.1.2 the disconnection of Garson Studios, Driscoll Hall, and the adjacent Shellaberger Property from the Midtown PNM electrical system and the construction and completion of the Aspect Electrical Loop pursuant to Exhibit H;

7.1.3 the construction and/or installation of all landscaping, signage, wayfinding, fencing, parking, and pedestrian circulation infrastructure, as applicable, set forth on Exhibit E;

7.1.4 the installation of (i) bicycle storage fixtures/facilities near the primary entrance of each building equal to or exceeding the minimum requirements set forth in the Master Plan, (ii) a minimum of two 'Level 3' charging facilities and two 'Level 2' charging facilities for electric vehicles and bicycles, each of which shall be operable and accessible to the public for at least 20 years; and

7.1.5 the construction of major renovations to Benildus Hall, Garson Studios, and Driscoll Hall necessary to operate the Project as a state-of-the-art film production studio and related office space, including without limitation:

(a) with respect to Garson Studios, the construction and installation of (i) The Screen theater renovations and all public accessibility renovations required by the Applicable Rules for such space to be available for public use as a movie theater or performance space, (ii) all demising improvements required to separate The Screen theater area (which will be accessible to the public) from the film production studio spaces, and (iii) the façade improvements according to the requirements set forth on Exhibit E, to the extent permitted by the Applicable Rules;

(b) with respect to Driscoll Hall, to the extent permitted under the Master Plan Amendment, the construction of a portion of the first floor having storefront exposure along the street frontage and consisting of no less than 2,000 rentable square feet for retail sales and services or food and beverage (restaurant) use (the "**Driscoll Retail Space**"), which Driscoll Retail Space shall, following execution of a lease and/or completion of tenant improvements, if applicable, be open for service to the general public at all times during normal business hours (subject to such customary exceptions as Developer may determine); and

(c) the issuance of temporary or permanent certificates of occupancy for each such Building.

7.2 Phase 2 Improvements. Prior to the Phase 2 Conveyance, Developer shall cause the Final Completion of: (a) the Residential Project, (b) the Solar Facilities, and (c) all landscaping, private utility facilities and other infrastructure and improvements required by the Applicable Rules (collectively, the "**Phase 2 Improvements**"). For purposes hereof, "**Residential Project**" means the multifamily residential building to be constructed on Phase 2 by Developer consisting of no less than 99 and no more than 150 dwelling units, of which (i) no less than 15% of said units will be accessible and affordable pursuant to the City's inclusionary housing program and in compliance with City Code Section 26-1, and (ii) no more than 15% of the total residential units may be reserved for occupancy by film production personnel; and "**Solar Facilities**" means the photovoltaic systems to be installed

on the roof (or such other location as may be set forth in the plans) of each building on Phase 2 and Phase 3, as applicable, for the purpose of generating electricity to serve such buildings, which systems shall (a) cover a minimum of 40% of the total square footage of each such roof, or (b) supply a minimum of 20% of the estimated electric demand for such building, as determined in Developer's discretion.

7.3 Phase 3 Improvements. Prior to the Phase 3 Conveyance, Developer shall cause the Final Completion of the construction of: (a) either (i) a film and multi-media production studio consisting of no less than 65,000 interior square feet, *or* (ii) subject to the prior approval of the Governing Body (or the MRA commission, when established by the Governing Body), acting in its reasonable discretion, a comparable development project having a use that constitutes a permitted use under the Master Plan (as amended) and is complementary to and supportive of the film and multi-media production uses, provided that Developer shall submit an alternative use proposal concurrently with the Phase 3 Conceptual Plans submission in accordance with Section 5.4.1; (b) the Solar Facilities; and (c) all landscaping, private utility facilities and other infrastructure and improvements required by the Applicable Rules (collectively, as applicable, the "**Phase 3 Improvements**"). No residential development is permitted as part of the Phase 3 Improvements.

7.4 Construction Standard; Other Requirements.

7.4.1 All construction performed in connection with the Project shall be conducted in a good and workmanlike manner, and in compliance with the construction and completion requirements for each Phase of the Project, and in accordance with all Applicable Rules and Project Standards.

7.4.2 Developer shall construct no more than 150 residential units on the Property (inclusive of all lots).

7.5 Site Restoration.

7.5.1 *Removal of Partially Constructed Improvements.* If Developer Abandons construction of the Project, Developer must, within 60 days after receipt by Developer of written notice from the City, either recommence construction on the Project or: (a) remove any partially constructed or partially completed structures or Private Improvements from the applicable Phase; and (b) perform Site Restoration on that portion of the Phase on which Developer has failed to achieve substantial completion of the applicable structures or other Private Improvements or related to the expired building permit, all in accordance with plans approved by the City. For purposes of this Agreement, "**Site Restoration**" means and includes the restoring of the original ground or paved hard surface area in compliance with the Project Standards, and includes but is not limited to the removal or elimination of all debris; the remediation and restoration of any environmental conditions; the elimination of conditions that may create a fire or pollution hazard; the minimization of erosion; and any repair, cleanup, backfilling, compaction, and stabilization, paving and other work necessary to place the site in acceptable condition following the conclusion of the work, or the expiration or revocation of the permit.

7.5.2 *Removal and Restoration by City*. In the event Developer fails or refuses to remove any partially completed Project Improvements, or to perform Site Restoration, as required pursuant to Section 7.5.1, the City will have, and is hereby granted, the right, at its option, to: (i) demolish and/or remove any of the partially completed Private Improvements from any and all portions

of the applicable Phase; (ii) perform Site Restoration; and/or (iii) cause the Private Improvements to be completed in accordance with the applicable final plans. Developer must fully reimburse the City for all costs and expenses, including legal and administrative costs, incurred by the City for such work. If Developer does not so fully reimburse the City, the City will have the right to enforce its rights and remedies under the Bond provided by Developer pursuant to Article 6, as necessary to cause such completion and/or to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so fully reimburse the City, and the Bond proceeds are insufficient or otherwise unavailable to finance such work, then the City will have the right to place a lien on the applicable Phase for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 7.5 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, and/or in equity.

## ARTICLE 8
## RIGHT OF WAY IMPROVEMENTS

8.1 Right of Way Plans. The City shall engage a third party to prepare the plans, specifications and drawings (the "**Right of Way Plans**") for the development and construction of certain public right of way improvements, storm drainage facilities and related infrastructure within the Midtown Site (the "**Midtown ROW Improvements**"), including, without limitation, the sections of roadway, any related curb and gutter, sidewalk, landscaping and irrigation, water, sewer, stormwater, electrical and other utilities, as applicable, within the areas of the Midtown Site identified as roadway segments 'C.1', 'D.2' and 'D.4' depicted on Exhibit I (the "**Project ROW Improvements**"). The City anticipates that the Right of Way Plans will be complete on or after June 30, 2026. Developer shall provide the final design and construction plans, survey and as-built plans for Developer's proposed PNM electrical loop lying below the Project ROW Improvements, and the City and Developer shall coordinate to ensure the Right of Way Plans are designed to reasonably accommodate the construction of said electrical loop. The City shall make best faith efforts to expedite the completion of the plans prior to June 30, 2026.

8.2 Right of Way Completion. Within 90 days after the City's completion of the Right of Way Plans, the City will provide Developer with a construction schedule, setting forth the anticipated commencement and completion of the applicable portions of the Project ROW Improvements (the "**Right of Way Schedule**"). Subject to extension for Uncontrollable Events, the City will substantially complete, or cause the substantial completion of, the portions of the Project ROW Improvements by the deadlines set forth in the Right of Way Schedule in a manner sufficient to prevent the denial or rejection of the issuance and receipt of applicable temporary or conditional certificates of occupancy for such Phase on the basis of the Project ROW Improvements, subject to Developer's proper application therefor and payment of applicable fees in connection therewith. If the City does not complete the Project ROW Improvements (or applicable portion thereof) by the applicable deadline set forth in the Right of Way Schedule, the City shall have the right to extend the applicable deadline(s) prior to the expiration of the then applicable deadline by delivering written notice to Developer of such election to extend, together with a copy of the updated Right of Way Schedule. An extension of time for any Uncontrollable Event shall commence from the commencement date of the Uncontrollable Event set forth in the City's written notice to Developer of such Uncontrollable Event. After the cessation of any such Uncontrollable Event, the City's obligation to perform shall recommence with a day-for-day delay extension to the applicable deadline. In no event shall any delay in completion of the Project ROW Improvements constitute a default by the City. Upon the City's completion of the Project ROW Improvements required in connection with the temporary or conditional certificates of

occupancy for any Phase, the City shall provide written notice to Developer of such completion. Subject to the provisions of Section 20.29, the City shall make best faith efforts to commence and complete construction prior to the dates set forth in the Right of Way Schedule.

8.3 Cost of Project ROW Improvements. The City shall complete the Project ROW Improvements at its sole cost and expense; provided, however, Developer shall be responsible for 100% of the cost ("**Developer's Share**") for the construction and completion of the section of roadway located immediately adjacent to the real property owned by Developer commonly known as 'The ArtHouse' and depicted on Exhibit I as the 'ArtHouse Frontage' (the "**ArtHouse ROW Improvements**"), which Developer's Share shall be equal to the portion of the total costs to complete the Project ROW Improvements obtained by dividing the total linear footage of the Midtown ROW Improvements by the total linear footage of the 'ArtHouse Frontage'. On or before the later of the date that is 10 days after the City's delivery of written notice to Developer of the estimated amount of Developer's Share of the ArtHouse ROW Improvements (such amount, the "**Escrow Amount**") and the date the City commences construction of the Midtown ROW Improvements, Developer shall deposit into escrow with a title company selected by the City (the "**Escrow Agent**"), the Escrow Amount to be held by the Escrow Agent pursuant to an escrow agreement reasonably acceptable to the City, Developer and the Escrow Agent. Upon completion of the ArtHouse ROW Improvements, the City shall deliver to Developer and the Escrow Agent written notice of the actual amount of Developer's Share of the completed ArtHouse ROW Improvements, and within 10 days following such written notice, the Escrow Agent shall disburse the Escrow Amount to the City, by wire transfer or other good funds as directed by the City. If the actual amount of the Developer's Share is less than the Escrow Amount, the Escrow Agent shall return to Developer the amount remaining in escrow after disbursing the actual Developer's Share to the City. If the actual amount of the Developer's Share is greater than the amount held in escrow, then within 10 days after receipt of the City's written notice of the actual Developer's Share, Developer shall deliver such shortfall directly to the City as instructed in the written notice. At least 30 days prior to the City's commencement of construction of the Midtown ROW Improvements, the City shall deliver to Developer its written estimate of Developer's Share of the ArtHouse ROW Improvements, which shall include the City's total projected budget for the ArtHouse ROW Improvements and the total linear footage of streets included in such construction.

8.4 Coordination; Cooperation. Developer shall cooperate with the City to avoid any interference between the City's construction of the Project ROW Improvements and the Developer's activities on the Property and/or the ArtHouse property. In addition, the City and Developer will coordinate the respective schedules for the City's construction of the Project ROW Improvements and Developer's construction of the roadway improvements for the Project and adjacent ArtHouse project so that the Developer's (or its affiliates) construction commences following the City's construction of the adjacent Midtown ROW Improvements (or roadway portion thereof) in order to maintain elevations, alignment and roadway finish construction consistency. Developer and the City shall meet quarterly to coordinate their respective design and construction activities. If during the City's construction of the Project ROW Improvements it becomes necessary for Developer to move or relocate any permanent or temporary ADA access to any portion of the Property or the ArtHouse property, Developer shall, within 60 days following written notice from the City and at Developer's sole cost and expense, move or relocate such access to an alternative ADA compliant location.

8.5 Ancillary Midtown ROW Improvements; City Delay. Subject to the provisions of Section 20.29, the City agrees to construct the necessary improvements to the Alumni Drive collector road that connects the Midtown Site to Siringo Road and neither Developer nor its affiliates shall be

responsible for the construction or cost of such improvements other than as otherwise provided in this Article 8. In addition, the City acknowledges it will provide access to Benildus Hall for automobile and pedestrian ingress and egress and that, prior to the City's completion of said access, Developer shall construct or install temporary ADA improvements in the locations depicted on plan attached hereto as Exhibit O (the "**Phasing Depiction**") and in accordance with all Applicable Rules. The City acknowledges that Developer may achieve substantial completion of one or more Phases or the ArtHouse development prior to the City's completion of the Midtown ROW Improvements. To the extent any Phase or the ArtHouse development is substantially completed prior to the City's completion of the applicable roadways or sidewalks, then so long as Developer has constructed or installed the temporary applicable ADA improvements in the locations generally shown on the Phasing Depiction and in compliance with all Applicable Rules, including the improvements to and from Alumni Drive in the locations depicted on the Phasing Depiction, the City agrees that it will not pursue any actions that impede the issuance of Developer's temporary certificates of occupancy to the extent Developer would be entitled to such issuance but for the ongoing construction of the applicable roadways or sidewalks in roadways.

8.6 Gas Loop Declaration; Existing Utilities and Utilities Agreement.

8.6.1 Developer acknowledges that the existing natural gas line serving the Midtown Site (the "**Midtown Gas Loop**") is owned and operated by the City of Santa Fe Public Works Department, under procedures, rules and regulations of the New Mexico Public Regulations Commission, Pipeline Safety Bureau, Parts 191 & 192, NMAC 18.60.2, and the Pipeline Safety Act 70-3-10 to 70-3-20 NMSA 1978, 1995 (as may be amended from time to time, the "**Gas Loop Regulations**"). Developer further acknowledges that the Midtown Gas Loop runs under a portion of the Property and other properties at the Midtown Site, and disconnecting or capping certain sections of the Midtown Gas Loop at the Property may have the effect of terminating or adversely affecting the provision of natural gas to other properties and tenants. Accordingly, if the Private Improvements (or any part thereof) will intersect with or be constructed above the Midtown Gas Loop, Developer may be required to relocate sections of the line and/or install temporary connections, in each case in compliance with the Gas Loop Regulations and at Developer's sole cost. In addition, Developer acknowledges that the City intends to prepare and record a declaration of covenants, conditions and restrictions, or similar instrument (as applicable, the "**Gas Loop Declaration**"), for the purpose of establishing an easement and setting forth certain rights and obligations related to the operation, safety conditions, maintenance, repair, replacement and removal of the Midtown Gas Loop and related facilities in compliance with the Gas Loop Regulations, and the coordination with the City to comply with minimum safety requirements for the operation of, and managing emergencies related to the Midtown Gas Loop. The Gas Loop Declaration, which will encumber the Property and all other properties on which the Midtown Gas Loop is located, shall be in the form adopted by the City, provided that no provision thereof shall impose on any property owner at the Midtown Site any material obligations or costs in excess of those set forth in the Gas Loop Regulations.

8.6.2 The City and Developer executed a utility services agreement attached hereto as Exhibit J (the "**Utilities Agreement**"), which Utilities Agreement outlines the provision of natural gas, water, stormwater and sanitary, and electrical service (collectively, the "**Utilities**") to the Buildings and the timeline for disconnection of the Buildings from the existing natural gas service line serving the Midtown Site.

## ARTICLE 9
## SUBDIVISION

9.1 Subdivision Plat. The City has recorded or will record a new plat map (the "**Plat**") that subdivides the Property into the parcels generally depicted on Exhibit B-1. Upon the recordation of a new plat map, the MRA Director will deliver written notice thereof to Developer, together with a copy of the recorded plat map and the platted legal description of the Property (the "**Legal Description**"), and the Developer shall execute and deliver to the City an acknowledgment including the Legal Description as Exhibit B-2 of this Agreement.

## ARTICLE 10
## CONVEYANCE OF PROPERTY

10.1 Closing; Closing Costs. Each Closing shall take place through a title company selected by the City (the "**Title Company**") by an escrow closing by mail or electronic delivery as mutually agreed upon by the City and Developer, and otherwise in accordance with the provisions of this Article 10. At each Closing, Developer shall pay any customary statutory transfer, sales, use, gross receipts or similar taxes, the cost of recording the Deed (including, without limitation, any documentary fees), the base premium and all fees for the Title Policy and any endorsements ordered by Developer, and all of the customary closing costs of the Title Company.

10.2 Phase 1 Closing.

10.2.1 *Phase 1 Closing Conditions*. The conveyance of Phase 1 by the City to Developer (the "**Phase 1 Conveyance**") shall be subject to the satisfaction, on or prior to the date that is 90 days after the deadline for substantial completion of the Phase 1 Improvements pursuant to Section 5.2.9 (as may be extended in accordance with this Agreement), of the following conditions (collectively, the "**Phase 1 Closing Conditions**"):

(a) Developer shall have achieved Final Completion of the Phase 1 Improvements;

(b) Developer shall have delivered to the City written notice of election to the City to purchase Phase 1 ("**Phase 1 Purchase Notice**"), which Phase 1 Purchase Notice must be delivered within 30 days after Final Completion of the Phase 1 Improvements, provided that Developer shall be entitled to notice and 10 days' opportunity to cure any failure to deliver such notice;

(c) Developer shall have delivered the Phase 1 Purchase Installment into escrow with the Title Company, along with all recording fees and other amounts required to consummate the Phase 1 Conveyance;

(d) Developer shall have complied in all material respects with (i) the obligations contained in this Agreement, including but not limited to Developer's compliance with the Community Benefit Requirements, and (ii) the obligations contained in the Lease;

(e) All of Developer's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Phase 1 Closing Date (with appropriate modifications permitted under this Agreement);

(f) Developer shall have paid in full the applicable Annual Assessment (as defined in the Lease) for Phase 1 for the period ending on the day immediately preceding the Closing (based on the number of days in such calendar year in which the City owns Phase 1); and

(g) Developer shall have delivered to the Title Company any and all reasonable and customary documentation, in a form reasonably acceptable to each Party, that may be required by the Title Company to consummate the Phase 1 Conveyance.

10.2.2 *Phase 1 Closing Date*. The consummation of the Phase 1 Conveyance (the "**Phase 1 Closing**") shall occur on the date that is 15 Business Days after all of the Phase 1 Closing Conditions have been satisfied, or on such other date as may be agreed upon by the Parties (as applicable, the "**Phase 1 Closing Date**"). At the Phase 1 Closing, the City will convey Phase 1 to Developer in its as-is condition by delivery of the Deed, without any warranty, express or implied, including but not limited to the presence of Pollutants, and subject to all matters of record. On the Phase 1 Closing Date, the Parties shall, by written instructions from each Party to the Title Company, authorize the Title Company to proceed to release the Phase 1 Purchase Installment to the City, record the quit claim deed to convey Phase 1 to Developer, and carry out such other tasks necessary to complete the Phase 1 Conveyance.

10.3 Phase 2 Closing.

10.3.1 *Phase 2 Closing Conditions*. The conveyance of Phase 2 by the City to Developer (the "**Phase 2 Conveyance**") shall be subject to the satisfaction, on or prior to the date that is 90 days after the deadline for substantial completion of the Phase 2 Improvements pursuant to Section 5.3.9 (as may be extended in accordance with this Agreement), of the following conditions (collectively, the "**Phase 2 Closing Conditions**"):

(a) Developer shall have achieved Final Completion of the Phase 2 Improvements;

(b) Developer shall have delivered to the City written notice of election to the City to purchase Phase 2 ("**Phase 2 Purchase Notice**"), which Phase 2 Purchase Notice must be delivered within 30 days after Final Completion of the Phase 2 Improvements, provided that Developer shall be entitled to notice and 10 days' opportunity to cure any failure to deliver such notice;

(c) Developer shall have delivered the Phase 2 Purchase Installment into escrow with the Title Company, along with all recording fees and other amounts required to consummate the Phase 1 Conveyance;

(d) Developer shall have complied in all material respects with (i) the obligations contained in this Agreement, including but not limited to Developer's compliance with the Community Benefit Requirements, and (ii) the obligations contained in the Lease;

(e) All of Developer's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Phase 2 Closing Date (with appropriate modifications permitted under this Agreement);

(f) The City shall have recorded, or delivered into escrow with the Title Company for recording at the Phase 2 Closing (prior to the Deed), the land use restriction in accordance with Section 11.8;

(g) Developer shall have paid in full the applicable Annual Assessment (as defined in the Lease) for Phase 2 for the period ending on the day immediately preceding the Closing (based on the number of days in such calendar year in which the City owns Phase 2); and

(h) The Parties shall have delivered to the Title Company any and all reasonable and customary documentation, in a form reasonably acceptable to each Party, that may be required by the Title Company to consummate the Phase 2 Conveyance.

10.3.2 *Phase 2 Closing Date*. The consummation of the Phase 2 Conveyance (the "**Phase 2 Closing**") shall occur on the date that is 15 Business Days after all of the Phase 2 Closing Conditions have been satisfied, or on such other date as may be agreed upon by the Parties (as applicable, the "**Phase 2 Closing Date**"). At the Phase 2 Closing, the City will convey Phase 2 to Developer in its as-is condition by delivery of the Deed, without any warranty, express or implied, including but not limited to the presence of Pollutants, and subject to all matters of record. On the Phase 2 Closing Date, the Parties shall, by written instructions from each Party to the Title Company, authorize the Title Company to proceed to release the Phase 2 Purchase Installment to the City, record the quit claim deed to convey Phase 2 to Developer, and carry out such other tasks necessary to complete the Phase 2 Conveyance.

10.4 Phase 3 Closing.

10.4.1 *Phase 3 Closing Conditions*. The conveyance of Phase 3 by the City to Developer (the "**Phase 3 Conveyance**") shall be subject to the satisfaction, on or prior to the date that is 90 days after the deadline for substantial completion of the Phase 3 Improvements pursuant to Section 5.4.9 (as may be extended in accordance with this Agreement), of the following conditions (collectively, the "**Phase 3 Closing Conditions**"):

(a) Developer shall have achieved Final Completion of the Phase 3 Improvements;

(b) Developer shall have delivered the Phase 3 Purchase Installment into escrow with the Title Company, along with all recording fees and other amounts required to consummate the Phase 3 Conveyance;

(c) Developer shall have delivered to the City written notice of election to the City to purchase Phase 3 ("**Phase 3 Purchase Notice**"), which Phase 3 Purchase Notice must be delivered within 30 days after Final Completion of the Phase 3 Improvements, provided that Developer shall be entitled to notice and 10 days' opportunity to cure any failure to deliver such notice;

(d) Developer shall have complied in all material respects with (i) the obligations contained in this Agreement, including but not limited to Developer's compliance with the Community Benefit Requirements, and (ii) the obligations contained in the Lease;

(e) All of Developer's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Phase 3 Closing Date (with appropriate modifications permitted under this Agreement);

(f) Developer shall have paid in full the applicable Annual Assessment (as defined in the Lease) for Phase 3 for the period ending on the day immediately preceding the Closing (based on the number of days in such calendar year in which the City owns Phase 3); and

(g) The Parties shall have delivered to the Title Company any and all reasonable and customary documentation, in a form reasonably acceptable to each Party, that may be required by the Title Company to consummate the Phase 3 Conveyance.

10.4.2 *Phase 3 Closing Date*. The consummation of the Phase 3 Conveyance (the "**Phase 3 Closing**") shall occur on the date that is 15 Business Days after all of the Phase 3 Closing Conditions have been satisfied, or on such other date as may be agreed upon by the Parties (as applicable, the "**Phase 3 Closing Date**"). At the Phase 3 Closing, the City will convey Phase 3 to Developer in its as-is condition by delivery of the Deed, without any warranty, express or implied, including but not limited to the presence of Pollutants, and subject to all matters of record. On the Phase 3 Closing Date, the Parties shall, by written instructions from each Party to the Title Company, authorize the Title Company to proceed to release the Phase 3 Purchase Installment to the City, record the quit claim deed to convey Phase 3 to Developer, and carry out such other tasks necessary to complete the Phase 3 Conveyance.

10.5 Title and Permitted Exceptions.

10.5.1 *Conveyance of Title*. At each Closing, subject to the terms and conditions of this Agreement, the City will convey title to the real property underlying the applicable Phase to Developer by New Mexico statutory form quitclaim deed (the "**Deed**"). Title to each applicable Phase will be free of all liens, encumbrances, easements, restrictions, rights and conditions of record, except for the Permitted Exceptions (defined below).

10.5.2 *Title Commitment; Survey*. On or before the date that is 30 days prior to Construction Commencement for each Phase (the "**Title Receipt Deadline**"), Developer shall obtain a commitment for title insurance (a "**Title Commitment**") from the Title Company for the applicable Phase for an ALTA owner's title insurance policy (a "**Title Policy**"), together with legible copies of the documents underlying each exception therein (collectively with the Title Commitment, the "**Title Documents**"). Developer shall cause the Title Company to concurrently distribute copies of the Title Documents to the City. In addition, at any time prior to the applicable Construction Commencement, Developer may order at its sole cost a new survey of the applicable Phase (a "**Survey**").

10.5.3 *Review of Title*. Developer shall have 15 days following the Title Receipt Deadline (with respect to each Phase, the "**Objection Deadline**") to deliver written notice to the City (the "**Objection Notice**") of any matters within the Title Documents to which Developer objects (the "**Title Objections**"), provided that Developer shall not be entitled to object to any matters which are Approved Exceptions (defined below), and no such Approved Exceptions shall constitute a Title Objection. Except as otherwise set forth in Section 10.5.4, if Developer fails to tender an Objection Notice on or before the Objection Deadline, Developer shall be deemed to have approved and irrevocably waived any objections to any matters covered by the Title Documents and the Survey. Within 10 days after the City's receipt of the Objection Notice (the "**Response Deadline**"), the City may, in the City's sole discretion, give Developer notice (the "**Response Notice**") of those Title Objections which the City is willing to cure, if any. If the City fails to deliver a Response Notice by the Response Deadline, the City shall be deemed to have elected not to cure or otherwise resolve any matter set forth in the Objection Notice. If Developer is dissatisfied with the Response Notice, Developer may, as its exclusive remedy, elect by written notice given to the City on or before Construction Commencement for such Phase (the "**Final Response Deadline**"), either to (a) accept the Title Documents and Survey with resolution, if any, of the Title Objections as set forth in the

Response Notice (or if no Response Notice is tendered, without any resolution of the Title Objections) and without any reduction or abatement of the Purchase Price, or (b) terminate this Agreement, in which event neither Party shall have any further rights or obligations hereunder, except for those that expressly survive termination hereof. Except as otherwise set forth in Section 10.5.4, if Developer fails to give notice to terminate this Agreement on or before the Final Response Deadline, Developer shall be deemed to have elected to approve and irrevocably waived any objections to any matters covered by the Title Documents or the Survey, subject only to resolution, if any, of the Title Objections as set forth in the Response Notice from the City (or if no Response Notice is tendered, without any resolution of the Title Objections). Notwithstanding anything to the contrary in this Agreement or in a Response Notice, (a) the City shall be obligated to remove, insure over or bond over any Monetary Encumbrances (as defined below), and (b) Developer shall not be required to tender any Title Objections to any Monetary Encumbrances. "**Monetary Encumbrances**" means any mechanics or materialmen's liens, any monetary lien or claim and the lien of any mortgage, deed of trust or similar security instrument encumbering the Property (or any part thereof) that is created by, under or through the City, except that no Approved Exceptions shall be deemed to constitute Monetary Encumbrances.

10.5.4 *New Title Exceptions*. If at any time after the expiration of the Objection Deadline, any update to the Title Commitment or Survey discloses any additional material item (other than any Approved Exceptions) that materially and adversely affects title to the applicable Phase which was not disclosed on any version of the Title Documents or Survey delivered to Developer prior to the expiration of the Objection Deadline (each, a "**New Exception**"), Developer shall have a period of 5 days from the date of Developer's receipt of such update (the "**New Exception Review Period**") to review and to approve or disapprove of the same. If the New Exception is unacceptable to it, Developer, at its sole option, may elect either (a) to terminate this Agreement, in which event neither Party shall have any further rights or obligations hereunder, except for those that expressly survive termination hereof, or (b) to waive such objections and proceed with the transactions contemplated by this Agreement, in which event Developer shall be deemed to have approved the New Exception. If Developer fails to timely notify the City of its election to terminate this Agreement in accordance with the foregoing clause prior to the expiration of the New Exception Review Period, Developer shall be deemed to have approved and irrevocably waived any objections to the New Exception, and such New Exception will constitute an additional Permitted Exception (as defined below). The provisions in Section 10.5.3 of this Agreement concerning Monetary Encumbrances shall apply to New Exceptions.

10.5.5 The applicable portion of the Property conveyed to Developer at each Closing shall be subject to the following, all of which shall be deemed "**Permitted Exceptions**":

(a) all exceptions appearing in the Title Commitment that were recorded before the date of Developer's execution of this Agreement and each document to be recorded pursuant to and in accordance with the terms of this Agreement, including without limation, the Plat, the Master Plan Amendment, the Gas Loop Declaration, this Agreement and the Lease (the "**Approved Exceptions**");

(b) all matters shown in the Title Documents and the Survey, other than those Title Objections the City has agreed to cure pursuant to the Response Notice under Section 10.5.3;

(c) applicable zoning and governmental regulations and ordinances; and

(d) any defects in or objections to title to the applicable Property, or title exceptions or encumbrances, arising by, through or under Developer (or with Developer's prior written approval).

10.6 No Warranties as to Property; As-Is. Except as otherwise expressly provided in this Agreement, at each Closing, the Property is and shall be delivered by the City to Developer in "as-is" condition, with no warranty expressed or implied by the City, including without limitation, the presence of Pollutants, the existence of refuse, or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the Project.

## ARTICLE 11
## COMMUNITY BENEFITS

11.1 Economic Impact Requirements. Developer shall commit to the recruitment of film, television and media productions that will generate qualifying direct production expenditures in New Mexico ("**Qualified Expenditures**") in accordance with the Film Production Tax Credit Act (Chapter 7, Article 2F NMSA 1978), as amended (the "**FPTCA**"), of at least $30,000,000.00 ("**Minimum Initial Amount**") during the period commencing on the Effective Date and ending on the fifth anniversary of the Phase 1 Final Completion Date (the "**Initial Spend Period**"). Commencing on the Phase 1 Final Completion Date and continuing for 15 years thereafter (the "**Aggregate Spend Period**"), Developer shall commit to securing productions that will generate Qualified Expenditures of at least $150,000,000.00, inclusive of the Minimum Initial Amount (the "**Minimum Aggregate Amount**").

11.2 Economic Impact Benefit. If Developer fails to secure productions that generate Qualified Expenditures of at least the Minimum Initial Amount by the expiration of the Initial Spend Period, or the Minimum Aggregate Amount by the expiration of the Aggregate Spend Period, Developer shall pay the City an amount equal to the percentage shortfall of the Qualified Expenditures multiplied by the applicable Economic Impact Benefit as the City's sole remedy for Developer's failure. For purposes hereof, "**Economic Impact Benefit**" means the estimated value of the economic impact to the City that will result from the generation of Qualified Expenditures of, (A) with respect to the Minimum Initial Amount, $300,000, and (B) with respect to the Minimum Aggregate Amount, $2,700,000. By way of example, if Developer sources productions that generate Qualified Expenditures of $20,000,000 during the Initial Spend Period and $120,000,000 during the Aggregate Spend Period (i.e., $100,000,000 during the period beginning on the next day following the fifth anniversary of the Phase 1 Final Completion Date and ending on the 15th anniversary of the Phase 1 Final Completion Date), then Developer would be required to pay the City the sum of (i) $100,000 (i.e., $300,000 × (($30,000,000 - $20,000,000) ÷ $30,000,000)) for Developer's failure to generate Qualified Expenditures of at least the Minimum Initial Amount by the expiration of the Initial Spend Period, and (ii) $540,000 (i.e., $2,700,000 × (($150,000,000 - $120,000,000) ÷ $150,000,000)) for Developer's failure to generate Qualified Expenditures of at least the Minimum Aggregate Amount by the expiration of the Aggregate Spend Period. In order to ensure Developer obtains and maintains accurate data related to the total Qualified Expenditures, Developer shall use commercially reasonable efforts to cause each written agreement between Developer and any film production company (as such term is defined in the FPTCA) – or any other Person that may qualify for a film and television tax credit pursuant to the FPTCA – whether such agreement is for the purpose of leasing or licensing all or any portion of the Property or for any other purpose related to the Property, to provide that such Person agrees, as a condition of such agreement, to timely submit to the City Office of Economic

Development all applications and information required to be submitted pursuant to Section 7-2F-6 in order to obtain the film and television tax credit, whether or not such Person qualifies or otherwise desires to obtain such credit. If any Qualified Expenditures arise in connection with a third-party agreement that provides for the use of space and/or equipment at the Property and at the Shellaberger Property, Developer shall be entitled to credit the Qualified Expenditures arising from both the Property and the Shellaberger Property.

11.3 Economic Opportunity Requirements. For a period of 20 years following the Phase 1 Commencement Date, Developer shall use commercially reasonable efforts to coordinate among local community organizations, the Midtown Engagement Partners, the Office of Economic Development and/or other stakeholders from time to time identified by the City and each Project Employer, on the other hand, to cause to be posted or advertised, and to otherwise utilize the available and offered services of such organizations, for the purpose of disseminating information regarding Project Employment Opportunities among residents of the City for prospective employment. For purposes hereof, "**Project Employer**" means any business or other entity that employs at least one employee for at least 20 hours per week at the Project, whether in connection with the design, construction, maintenance or operation of the Project, with the expectation that such employment at the site will continue at the Project for at least eight weeks, which Project Employers may include (but are not limited to) Developer, Developer's Affiliates, tenants, subtenants, contractors and subcontractors (but specifically excluding the City); and "**Project Employment Opportunities**" means all unfilled employment positions at the Project with any Project Employer during the applicable tax year, whether full-time or part-time, for which the Project Employer reasonably anticipates a majority of the responsibilities of the position during the six-month period following the desired hire date will relate to the Project.

11.4 Commercial Use Requirements. On or before the date that is three months after the Final Completion of Phase 1 (the "**Leasing Deadline**"), Developer shall secure tenants for the Driscoll Retail Space and The Screen for the purpose of operating commercial establishments in compliance with Applicable Rules, which are open to the public during normal business hours, consistent with similar establishments to those operated by tenants. Following the Leasing Deadline, Developer shall use its best efforts to ensure the Building currently known as Driscoll Hall and The Screen remain occupied and open to the public. Developer shall not permit either such space to remain vacant or otherwise closed to public use or access for more than nine months during any three-year period, including and shall, if so required, take such actions as are reasonably necessary in order to secure satisfactory tenants, including, without limitation, reducing the offered rent and/or accepting or conceding such other terms as may be reasonably necessary to secure tenants to operate commercial establishments, in compliance with Applicable Rules, in said spaces (the "**Commercial Use Requirement**"). The Commercial Use Requirement shall remain in effect for a period of 20 years following the Leasing Deadline. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the provisions of this Section 11.4 shall be applicable only to the extent the uses contemplated herein for the Driscoll Retail Space and The Screen constitute permitted uses pursuant to the Master Plan (as amended).

11.5 Film and Multi-Media Internship Requirements. Commencing on the date that is six months after the Phase 1 Final Completion Date and continuing for 20 years thereafter, Developer shall require that production companies operating at the Property offer and fill an aggregate total of up to 20 six-week internships per year (based on the Average Occupancy Rate defined below) in partnership with a Qualified New Mexico Film School or Qualified New Mexico Internship Program, to the extent

that such program exists in New Mexico in connection with such filming (the "**Film Internship Requirements**"). The number of internships required to be offered and filled each year shall equal the product of (i) 20, multiplied by (ii) the Average Occupancy Rate. For purposes hereof, "**Average Occupancy Rate**" means, for each one-year period beginning on the date that is six months after the Phase 1 Final Completion Date, the quotient, expressed as a percentage, of the "average occupied square footage" of the Studio Area divided by the Studio Area, rounded to the nearest multiple of 5%; and the term "average occupied square footage" means, with respect to each one-year period measured, the net rentable square footage of the Studio Area for which Developer is collecting rent or other revenue as of each day of the one-year period measured divided by the total number of days in such one-year period; and "**Studio Area**" means the net rentable square footage of the Property designated for film or multi-media production, including any industrial or light manufacturing area but excluding, without limitation, all areas for which office, commercial or retail are the sole permitted uses; and "**Base Rentable Studio Area**" means the total Studio Area at the Property determined pursuant to a measurement of the Buildings to be obtained by Developer and approved by the MRA Director prior to the operation of Developer's business at the Property. By way of example, if the Base Rentable Studio Area is 350,000 square feet, and during the course of an applicable one-year period consisting of 365 days, Developer licenses (a) 308,000 square feet of Studio Area (i.e., 88%) for 180 days, (b) 262,500 square feet of Studio Area (i.e., 75%) for 90 days, and (c) 227,500 square feet of Studio Area (i.e., 65%) for 95 days, the Average Occupancy Rate would be equal to 78.81% (i.e., **43.40%** *(88% × (180/365))* + **18.49%** *(75% × (90/365))* + **16.92%** *(90% × (95/365))*), which would round to 80% and result in a requirement of 16 internships (i.e., 20 × 80%) during said period.

11.6 Cultural Elements. Commencing no later than six months after the Phase 1 Final Completion Date and continuing for a minimum of 20 years thereafter, Developer shall (collectively, the "**Cultural Elements Requirements**"):

11.6.1 Provide local community organizations, the Midtown Engagement Partners, or other stakeholders identified from time to time by the City, access to The Screen at least eight days per year at no additional fees beyond reasonable operating costs, including security, staff, and maintenance. Such access shall be at times not normally reserved for normal public theater programming.

11.6.2 Include in the programing of the screening theater at least four events including but not limited to movie showings, guest speakers, and other related programs that are coordinated and/or co-created with local community organizations, the Midtown Engagement Partners, or other stakeholders identified from time to time by the City. Programs shall be inclusive and shall represent the interests of one or more groups historically subject to discrimination or underrepresented, such as the LGBTQ+ community, communities of color, low-income households, Spanish-speaking people, and Indigenous people, and/or causes supportive of any such group's interests, including but not limited to racial equity, social equity or gender equity.

11.6.3 From time-to-time following notice from the City, coordinate with the City to (a) select a mutually acceptable location at the Project for placement of up to three outdoor sculptures selected by the City which are currently located at the Property, and (b) relocate such sculptures onto the Project (at the City's expense). For the avoidance of doubt, the City shall retain the ownership and control of any such sculpture from and following relocation onto the Project, and may remove the same at any time and from time to time upon notice to Developer.

11.7 Dedication of Educational Space. Prior to the date that the City conveys Phase 1 to Developer, the City will record against the Property (or a portion thereof) the educational use covenant attached hereto as Exhibit K.

11.8 Housing Elements. If the Phase 2 Improvements consist of one or more residential units, then prior to the date that the City conveys Phase 2 to Developer, the City's Office of Affordable Housing will record against the real property comprising Phase 2 (or a portion thereof) the City's standard form of land use restriction that will include, among other things, the following obligations that will bind Developer and its successor and assigns:

11.8.1 15% of the total number of residential units developed on-site shall be affordable in compliance with the Santa Fe Homes Program, SFCC 1987, Section 26-1.

11.8.2 Developer shall prohibit property owners and property management entities of residential units from discriminating regarding the use of housing vouchers or source of income; as well as based on race; color, nation origin, religion, sex (including gender identity and sexual orientation), familial status, disability and other protected groups identified in the City's code or charter, in addition to the State of New Mexico's Human Rights Act, NMSA 1978, Section 28-1-7, or federal fair housing law.

11.9 Midtown District Assessments. In the event that the Property is included in a Tax Increment Finance district ("**TIF District**"), Developer shall properly indicate inclusion in the TIF District on all relevant documents submitted to the New Mexico State Department of Tax and Revenue. Developer shall contractually require all tenants occupying the Property to properly indicate inclusion in the TIF District on all relevant documents submitted to the New Mexico State Department of Taxation and Revenue. The City may require Developer to provide proof of compliance with the foregoing obligation.

11.10 Building Names. Commencing on the Effective Date and for a period of 20 years thereafter, Developer, for itself and its successors and assigns, hereby agrees that Developer shall not be entitled to change the names of the Buildings currently known as 'Benildus Hall' (the "**Benildus Name**") and 'Garson Studios' (the "**Garson Name**" and, together with the Benildus Name, the "**Historical Names**") without the prior written approval of the MRA Director, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer, or the then current owner of either such Building, may, at no cost or expense to the City, may from time to time upon at least 30 days prior written notice to the MRA Director, effect a change of (a) the Benildus Name to a different name that includes the words "Benildus" or "Benildus Hall" or (b) the Garson Name to a different name that includes the words "Garson" or "Garson Studios."

11.11 Environmental Elements.

11.11.1 *Stormwater Management*. Developer shall follow the guidelines established in the Master Plan and Community Development Plan and implement best practices for site construction to ensure that completed stormwater features perform as designed, including implementing procedures to ensure that Developer's contractors avoid pre-compaction of infiltration areas with heavy equipment traffic. Developer shall incorporate water quality treatments for the 90$^{th}$ percentile storm event at the Midtown Site, provided that Developer may incorporate water quality treatments for the 80$^{th}$ percentile storm event following the City's written approval (which shall not be unreasonably withheld) if Developer submits a Technical Memorandum (defined below) to the City that incorporating the 90$^{th}$

percentile treatments would (a) result in additional costs that exceed 115% of the cost of the 80th percentile treatments, or (b) be infeasible or otherwise result in site constraints that adversely affect the proposed development. For an estimation of the 90th percentile storm event discharge volume, Developer shall refer to U.S. Environmental Protection Agency's (EPA) Technical Report entitled "Estimating Pre-development Hydrology in the Urbanized Areas in New Mexico," and shall elect either the (i) site-specific 90th percentile storm event discharge volume using methodology specified in the referenced EPA Technical Report, or (ii) site-specific pre-development hydrology and associated storm event discharge volume using methodology specified in the referenced EPA Technical Report. If the obligations set forth in this Section are inconsistent with those contained in the Applicable Rules, the more stringent standard or obligation shall control unless a more stringent standard or obligation is expressly precluded by the Applicable Rules. Notwithstanding any provision of this Agreement to the contrary, the Applicable Rules regarding the design of the Project, if any, shall be those that are in effect at the time the Project plans are being processed for approval. "**Technical Memorandum**" means a memorandum, signed by a registered engineer in the state of New Mexico, substantiating the infeasibility of the site meeting the discharge requirements for the 90th percentile storm event, which includes a comprehensive demonstration of why compliance is not possible. Additionally, Developer shall be required to provide such supporting documentation, modeling, and drainage calculations related to the feasibility assessment as the City may reasonably request.

11.12 Environmental and Energy Design Requirements. Developer shall construct all new buildings and renovate all existing Buildings to earn the maximum eligible points for the subcategories designated as 'Required in RFP' on the Project Checklist attached as Appendix A to the Community Development Plan, as further described in the United States Green Building Council (USGBC) Leadership in Environmental and Energy Design: Neighborhood Development (LEED-ND) attached hereto as Exhibit F.

## ARTICLE 12
## MAINTENANCE AND REPAIR

12.1 Maintenance and Repair. Developer shall keep the Property, including sidewalks and driveways, in safe, good and clean condition, free and clear of equipment, building materials, trash, and debris, other than building materials needed immediately for the construction of the Private Improvements. All building materials stored by Developer Parties (defined below) on the Property in shall be kept in a safe and secure manner. At all times during which Developer, its officers, directors, managers, members, affiliates, agents, employees, representatives, contractors or subcontractors or any other person or entity acting at the direction or with the consent of Developer (each, including Developer, a "**Developer Party**" and, collectively, the "**Developer Parties**") are engaged in the performance of construction activities ("**Construction Activities**"), Developer shall: (a) bear the exclusive responsibility and expense of keeping roads and access ways within and in the vicinity of the Property in safe and clean condition, reasonably free of dirt, mud, and debris which result from Developer's Construction Activities, (b) maintain dumpsters or other trash receptacles at all times and shall empty such dumpsters and trash receptacle before they overflow, but not less frequently than once per week to prevent blowing trash, and (c) install a temporary chain link fence or other protective barriers and caution signage around applicable construction areas.

12.2 Damage. At all times during which the Developer Parties are engaged in Construction Activities, Developer shall take reasonable measures to prevent any damage to adjacent or nearby land, including land owned or maintained by the third parties, governmental entities, utility companies or

the City (the "**Adjacent Land**"), and any Adjacent Improvements located on the Adjacent Land from damage caused by the Construction Activities. "**Adjacent Improvements**" shall include, but shall not be limited to, the Midtown ROW Improvements and all other streets, curbs, gutters, sidewalks, streetlights, underground utilities, walls, landscaping and irrigation improvements, irrigation ditches, and all entry, parking and paving facilities, as well as any other improvements not owned by Developer. Developer shall notify the MRA Director within 10 days following the occurrence of damage to any portion of the Adjacent Land or Adjacent Improvements caused by a Developer Party. Developer shall, at its sole cost and expense, repair such damage and restore the Adjacent Land and/or Adjacent Improvements so damaged to the condition existing immediately prior to the date of such damage. Developer shall indemnify and hold harmless the City Parties from any loss, cost, claim, or damage, including reasonable attorneys' fees, arising from such damage, and shall pay the costs of repairing any damage to the Adjacent Land and/or Adjacent Improvements to the extent such damage results from Construction Activities of Developer or Developer Parties. If Developer fails to properly repair such damage within 30 days follow the occurrence of such damage, the City may elect, pursuant to the City Code, to repair such damage and restore the Adjacent Land and/or Adjacent Improvements so damaged to the condition existing immediately prior to the date of such damage, in which event Developer shall pay the City for the cost of such repair within 10 days following written notice thereof. Notwithstanding any provision of this Article 12 to the contrary, if any damage caused by a Developer Party to any portion of the Adjacent Land or Adjacent Improvements poses imminent danger to the health, safety or welfare of persons located thereon or persons or property in the vicinity thereof, the City may, without providing written notice to Developer or opportunity to cure, repair such damage and property so affected, in which event Developer shall reimburse the City for the cost of such repair within 10 days following written notice thereof.

## ARTICLE 13
## RESERVED

## ARTICLE 14
## RELEASE & INDEMNIFICATION

14.1 Release. Developer releases the City Parties from, and covenants and agrees that the City Parties shall not be liable to Developer for, any loss or damage to property or any injury to or death of any Person or Persons occasioned by any cause whatsoever pertaining to the Project, the Property, the use thereof, or any other transaction contemplated by this Agreement; provided that such release shall not apply to any loss or damage to the extent caused by the negligence, acts or omissions of the City Parties.

14.2 General Indemnity. Developer shall indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City Parties from all Liabilities, arising from any all claims ("**Claims**") brought against one or more City Parties by any third-party which arise out of or in connection with the Property or any activities, acts or omissions of any of the Developer Parties; provided, however, such indemnity shall not apply to any Liabilities caused by the negligence, acts or omissions of any City Parties and shall be subject to the limitations of NMSA 1978, Section 56-7-1. Developer's indemnity obligations owing to the City Parties under this Section are not limited by applicable insurance coverage required under the Lease. The City shall, after receipt of notice of the existence of a Claim for which it is entitled to indemnity hereunder, notify Developer in writing of the existence of such Claim or commencement of such action.

14.3 Environmental Indemnity. Developer hereby agrees to indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City Parties, from all Liabilities (including, but not limited to expenses, penalties and clean-up costs) arising from and against any and all Claims brought against one or more City Parties related to this Project, arising out of or in any way relating to (a) the presence, release, use, generation, transportation, discharge, storage or as a consequence of disposal by Developer Parties, or the presence of any Pollutants in, on or about the Property occurring as a result of or in connection with Developer Parties' use or occupancy of the Property, and in the removal, remediation and disposal of any Pollutants, and (b) the violation, or alleged violation, of any Environmental Laws relating to the use, generation, release, discharge, storage, disposal or transportation of Pollutants on, under, in or about, to or from the Property or migrating onto or under the Property from neighboring properties or otherwise affecting the Property, to the extent caused or permitted by any Developer Parties.

14.4 Survival. The provisions of this Article 14 shall survive any expiration or earlier termination of this Agreement.

## ARTICLE 15
## ASSIGNMENT; TRANSFER

15.1 Assignment; Transfer. The qualifications and identity of Developer are of particular concern to the City. It is because of those unique qualifications and identity that the City has entered into this Agreement with Developer. Accordingly, Developer shall not directly or indirectly (including by a direct or indirect transfer of the equity in Developer), sell, assign, transfer, convey, or otherwise dispose of, its right, title or interest in this Agreement or a Controlling interest in Developer, whether voluntarily or involuntary by foreclosure, trustee's sale, assignment in lieu thereof or other enforcement of a pledge, hypothecation or collateral assignment of this Agreement (in each case, a "**Transfer**"), without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any such attempted Transfer, other than as permitted in this Article 15, without such consent shall be null and void. No Transfer, whether with or without consent, shall operate to release Developer or alter Developer's primary liability to perform its obligations under this Agreement.

15.2 Permitted Transfer. Notwithstanding anything in this Article 15 to the contrary, and provided there is no uncured Event of Default by Developer under this Agreement or the Lease, Developer shall have the right, without the prior written consent of the Governing Body, to Transfer this Agreement or a direct or indirect ownership interest in Developer to (a) a third party, provided that Developer's Principal or an entity Controlled by Developer's Principal, remains the Controlling member of Developer, (b) a Leasehold Mortgagee (as such term is defined in the Lease), or (c) a purchaser of all or substantially all of Developer's assets from the Leasehold Mortgagee or its designee or nominee approved by the City following a Mortgagee Transfer Event (as defined in the Lease) (each, a "**Permitted Transfer**"); provided, however, that, except as otherwise set forth in Section 15.4, (i) such Permitted Transfer is for a valid business purpose and not to avoid any obligations under this Agreement, (ii) no later than 15 days prior to the effective date of the Permitted Transfer, Developer shall give notice to the City, which notice shall include the full name and address of the assignee, and a copy of all agreements executed between Developer and the assignee with respect to the Project or part thereof, as may be the case, (iii) no later than five days after the effective date of the Permitted Transfer, the assignee shall provide a written instrument satisfactory to the City evidencing assignee's assumption of all of the obligations of Developer hereunder, and (iv) within 10 days after the City's

written request, provide such reasonable documents or information which the City reasonably requests for the purpose of substantiating whether or not the Permitted Transfer is to an Affiliate or is otherwise in accordance with the terms and conditions of this Section 15.2. Developer shall not have the right to perform a Permitted Transfer, if, as of the date of the effective date of the Permitted Transfer, an Event of Default is then continuing.

15.3 Collateral Assignment. Notwithstanding the foregoing, Developer may collaterally assign this Agreement to a Leasehold Mortgagee (as defined in the Lease), provided that (i) Developer provides written notice to the MRA Director along with a copy of the collateral assignment at least 10 days prior to the closing of such Leasehold Mortgage, and (ii) the Leasehold Mortgagee complies with the terms and conditions of Section 15.4.

15.4 Financing.

15.4.1 If any interest of Developer in any Phase is Transferred by reason of any foreclosure, deed in lieu of foreclosure, trustee's deed or any other proceeding for enforcement of a Leasehold Mortgage, then the Leasehold Mortgagee thereunder (or any Approved Designee (as defined in the Lease) of the Leasehold Mortgagee) shall agree to assume the obligations of Developer hereunder without the necessity of entering into a an assignment and assumption agreement, except as otherwise provided in this Section 15.4. Notwithstanding the foregoing, the City shall not have the right to terminate this Agreement as a result of any Leasehold Mortgagee failing to assume the obligations of Developer hereunder unless such Leasehold Mortgagee or its Approved Designee fails to do so within 90 days after such Leasehold Mortgagee's acquisition of Developer's leasehold interest in the applicable Phase; it being acknowledged that such Leasehold Mortgagee may intend to Transfer its interest in the such Phase to an Approved Designee and such Approved Designee shall assume the obligations of Developer hereunder.

15.4.2 In no event may Developer represent that the City is or in any way may be liable for the obligations of Developer in connection with (i) any financing agreement or (ii) any public or private offering of securities. Developer agrees to indemnify, defend or hold the City and its respective officers, directors, agents and employees free and harmless from, any and all liabilities, costs, damages, claims or expenses arising out of or related to the breach of its obligations under this Section 15.4.

15.4.3 Developer's breach of this Agreement shall not defeat, render invalid, diminish or impair the lien of any Leasehold Mortgage on the applicable Phase made in good faith and for value.

15.4.4 Prior to terminating this Agreement or exercising any other right or remedy due to an Event of Default, the City will give written notice of any the Event of Default to each Leasehold Mortgagee that previously notified the City of its name, notice address, and of the Leasehold Mortgage's existence (together with a copy thereof), and shall afford the Leasehold Mortgagee a period of 30 days after delivery of such notice in which to cure the Event of Default; provided, however, if any such Event of Default arises from a non-monetary breach or violation that is susceptible to cure by the Leasehold Mortgagee but cannot reasonably be cured within such 30-day period, then so long as the Leasehold Mortgagee commences to cure the Event of Default within the 30-day period and diligently pursues such cure to completion, the Leasehold Mortgagee shall have up to 90 days after notice from the City in which to complete such cure.

15.4.5 Notwithstanding Section 15.4.4 to the contrary, in the event of a non-monetary default which cannot be cured without obtaining possession of the applicable Phase or that is otherwise personal to Developer (i.e., 18.1.1(d) (*General Assignment*), 18.1.1(e) (*Voluntary Petition*), 18.1.1(f) (*Involuntary Petition*) and 18.1.1(g) (*Appointment of Receiver*)) and not susceptible of being cured, the City will not seek any legal remedies under this Agreement without first giving each Leasehold Mortgagee (or its Approved Designee) reasonable time within which exercise its rights and remedies under the Leasehold Mortgage to obtain possession of the applicable Phase, including possession by a receiver, or to institute and complete foreclosure proceedings, and to the extent the Leasehold Mortgagee exercises such rights and remedies (and notifies the City of the same), no cure period set forth in Section 15.4.4 shall commence to run until the Leasehold Mortgagee obtains possession or control of Developer's interest in the applicable Phase. Upon acquisition of Developer's interest in the applicable Phase and performance by the Leasehold Mortgagee of all covenants and agreements of Developer, except those which by their nature cannot be performed or cured by any Person other than Developer (i.e., Sections 18.1.1(d) through 18.1.1(g)), the City's right to seek legal remedies for such non-monetary default shall be waived with respect to the matters which cannot be cured by the Leasehold Mortgagee; provided, however, the City shall not be deemed to have waived any remedies it may have against Developer or Developer's Principal, including without limitation, pursuant to Section 18.2.1(e).

## ARTICLE 16
## LIENS

Except with respect to leasehold financing permitted under the Lease, (a) Developer shall not place or allow to be placed on the Property (excluding any portion of the Property conveyed pursuant to Section 10.1). any mortgage, deed of trust, security interest, monetary encumbrance or lien (statutory or otherwise), or any agreement to enter into or create any of the foregoing (collectively, a "**Lien**"), on or affecting all or any portion of the Property. Notwithstanding the foregoing, no such Lien shall constitute an Event of Default if, within 30 days after Developer becomes aware of a Lien on or affecting the Property or the Private Improvements, Developer causes the debt secured by such Lien to be satisfied or other security (including a bond) to be deposited with the court in the amount determined by the court to be sufficient to cancel such Lien.

## ARTICLE 17
## REPORTING REQUIREMENTS

17.1 Reporting Requirements.

17.1.1 *Construction Related Reports*. Developer shall provide written reports substantially in the form attached hereto as Exhibit M (each, a "**Report**") to the MRA Director detailing: (a) the progress of all entitlements, permits, approvals and construction financing required for the commencement of construction of each Phase, (b) during construction, the progress of construction (expressed as a percentage of the completion of each Phase) and any concerns or perceived delays to complete the applicable Phase, and (c) any other information relating to the construction of the Project that the MRA Director may request in its sole discretion. The form of Report may be amended from time to time by the MRA Director. No later than January 31, April 30, July 31, and October 31 of each year, Developer shall deliver to the MRA Director a Report containing the applicable information described above for the prior three-month period (each, a "**Quarterly Construction Report**"). In addition to each Quarterly Construction Report, within 15 days following

the MRA Director's written request, Developer shall deliver to the MRA Director a Report containing the information specified in the MRA Director request.

17.1.2 *Program Related Reports*. On or before January 31st of each year following the Effective Date, Developer shall provide a report to the MRA Director summarizing the extent of Developer's material compliance with the terms of Developer's obligations contained in Sections 11.1 through 11.8 during the preceding calendar year or, with respect to the year in which this Agreement becomes effective, the preceding partial calendar year, provided that no report shall be required for calendar year 2024. This Section 17.1.2 shall survive the expiration or termination of this Agreement for the duration of Developer's obligations under Sections 11.1 through 11.8.

17.1.3 *Developer's Financial Statements*. During the Term of this Agreement, Developer agrees to furnish the MRA Director a copy of Developer's annual Financial Statements within 90 days after the end of Developer's fiscal year. All Financial Statements shall be certified as true and correct by Developer's Principal and reviewed by a certified public accountant who is not an employee or principal of Developer or its Affiliates.

17.2 Audits and Inspections. Not more than twice per calendar year, and at any time after the City has provided written notice to Developer of its reasonable, good faith belief that Developer has materially breached this Agreement (together with documentation or other evidence of such breach), Developer shall make available to the MRA Director for examination all of Developer's records with respect to all matters for which reports or statements are provided pursuant to Section 17.1 of this Agreement. The MRA Director shall give reasonable notice to Developer of such examination, and in any event, a minimum of 14-days' prior notice. Developer shall permit the MRA Director to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. This Section 17.2 shall survive the expiration or termination of this Agreement for the duration of Developer's obligations under Sections 11.1 through 11.8.

17.3 IPRA Compliance. Developer understands that records in the possession of the City are subject to IPRA, and to the extent required, Developer will comply with IPRA.

## ARTICLE 18
## DEFAULT AND REMEDIES

18.1 Default by Developer.

18.1.1 *Events of Default*. The following constitute an "**Event of Default**" under this Agreement:

(a) *General Breach*. Developer's breach, or failure to perform in any material respect, any Applicable Rule or any commitment, agreement, covenant, term or condition of this Agreement (other than those specifically described in any other subparagraph of this Section 18.1.1), and failure to remedy any such breach or failure within 30 days after receipt of written notice from the City with respect thereto; provided, however, that such breach or failure will not constitute an Event of Default if such breach or failure cannot reasonably be cured within said 30-day period so long as (i) Developer, within said 30-day period, initiates and diligently and continuously pursues

appropriate measures to remedy the breach or failure, and (ii) such default is cured within 90 days after Developer's receipt of the notice from the City with respect thereto.

(b) *Abandonment*. Developer Abandons the construction of the Project. For purposes hereof, "**Abandon**" and "**Abandonment**" means the stoppage of construction of a Phase of the Project for more than 120 consecutive calendar days after Commencement of Construction of the Phase and prior to Final Completion of the Phase for any reason other than a Force Majeure Event or the City's failure to perform its obligations under Section 8.2 through no fault of Developer.

(c) *Failure to Complete*. Subject to a Force Majeure Event, (i) Developer's failure to cause the Final Completion of Phase 1 by the Phase 1 Final Completion Date, (ii) following Construction Commencement for the Phase 2 Improvements, Developer's failure to cause the Final Completion of the Phase 2 Improvements by the Phase 2 Final Completion Date, or (iii) following Construction Commencement for the Phase 3 Improvements, Developer's failure to cause the Final Completion of the Phase 3 Improvements by the Phase 3 Final Completion Date.

(d) *General Assignment*. Developer makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due.

(e) *Voluntary Petition*. Developer files a voluntary petition under any title of the United States Bankruptcy Code, as amended from time to time, or such petition is filed against Developer and an order for relief is entered, or Developer files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, or seeks or consents to or acquiesces to or suffers the appointment of any trustee, receiver, custodian, assignee, liquidator or similar official of Developer, or of all or any substantial part of its properties or of the Project or any interest therein of Developer; provided, however, that Developer shall have the right, within 180 days after filing or receiving notice of any such petition or similar action or proceeding described in this subparagraph, to cause such petition or similar action or proceeding to be dismissed, in which case such petition or similar action or proceeding shall not be an Event of Default.

(f) *Involuntary Petition*. Any proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, has not been dismissed within 180 days after the commencement thereof.

(g) *Appointment of Receiver*. The appointment of any trustee, receiver, custodian, assignee, liquidator or other similar official of Developer or of all or any substantial part of its properties or of the Project or any interest therein of Developer, which appointment has not been vacated or stayed on appeal or otherwise within 180 days after the appointment, or such appointment has not been vacated within 180 days after the expiration of any such stay.

(h) *Breach of Representations.* Any material representation or warranty made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement or the Lease, is untrue, false or misleading in any material respect as of the date made or furnished; provided, however, to the extent a representation or warranty is untrue, false or misleading for reasons other than an intentional, material misrepresentation by Developer, such untrue, false or misleading

representation or warranty shall not cause an Event of Default if (i) it is susceptible to cure (i.e., Developer's actions can cause the facts or circumstances relative to the applicable circumstance to change such that the representation or warranty as originally made will become correct), and (ii) such cure is made by Developer within 30 days after receipt by Developer of written notice from the City of the same, provided that if such cure cannot reasonably be completed within said 30-day period, then such longer period of time not to exceed 90 days after Developer's receipt of the notice from the City with respect thereto, so long as Developer, within said 30-day period, initiates and diligently and continuously pursues appropriate measures to cure such breach.

(i) *Failure to Maintain Insurance*. Developer fails to replace or otherwise maintain in full force and effect, without any gap in coverage, any insurance required to be maintained by Developer pursuant to Section 11 of the Lease.

(j) *Monetary Default*. Developer fails to make any payments required to be made by Developer hereunder as and when due, and fails to make any such payment within 30 days after receiving written notice of such failure from the City.

18.2 Remedies.

18.2.1 Upon the occurrence and during the continuance of an Event of Default, the City may, at the City's election:

(a) enter into a workout agreement with Developer to modify this Agreement in the City's sole discretion;

(b) terminate this Agreement and, if the City so elects, in its sole discretion, require the demolition and removal of any partially constructed or partially completed Private Improvements associated with the applicable Phase and the performance of Site Restoration pursuant to and in accordance with Section 7.5, but only if such Event of Default arises in connection with any of the following events (each, a "**Termination Event**"):

(i) any Event of Default arising in connection with any acts or omissions of Developer constituting gross negligence, willful or wanton misconduct, fraud or a knowing violation of any Applicable Rules;

(ii) any Event of Default under 18.1.1(d) (*General Assignment*), 18.1.1(e) (*Voluntary Petition*), 18.1.1(f) (*Involuntary Petition*) or 18.1.1(g) (*Appointment of Receiver*);

(iii) any Event of Default under Sections 18.1.1(b) (*Abandonment*);

(iv) any Event of Default under Section 18.1.1(c) (*Final Completion*) that continues for more than 12 months following the required date for Final Completion for any Phase thereunder;

(v) any Event of Default under Section 18.1.1(i) (*Failure to Maintain Insurance*), or, if the City obtains insurance on Developer's behalf pursuant to Section 18.2.1(d), Developer's failure to reimburse the City within 90 days after the City's written demand therefor; and

(vi) the occurrence of more than two Events of Default under any subsection of Section 18.1.1, exclusive of any other Terminating Event, in any 12-month period; and

(c) if the Developer Abandons the construction of the Project or fails to cause Final Completion of any applicable Phase, (i) do such acts and expend such reasonable funds at the expense of Developer as are reasonably necessary to construct and complete the applicable Private Improvements, in which event all funds expended by the City for such work shall be due and payable by Developer within 30 days after demand by the City, together with accrued interest thereon at 12% per annum from the date incurred until paid, *or* (ii) receive liquidated damages under the circumstances set forth in Section 18.3;

(d) if Developer fails to replace or otherwise maintain in full force and effect, without any gap in coverage, any insurance required to be maintained by Developer pursuant to Section 11 of the Lease, obtain such insurance on Developer's behalf, in which event Developer shall reimburse the City for the cost of such insurance premium within 30 days after written demand by the City, together with accrued interest thereon at 12% per annum from the date incurred until paid;

(e) exercise its rights and remedies under the Guaranty or Bond, as applicable;

(f) seek to enjoin or restrain Developer from commencing or continuing said Event of Default;

(g) seek to cause by injunction Developer to correct and cure said Event of Default; and/or

(h) exercise any and all remedies at law, in equity or otherwise available under this Agreement.

18.2.2 Upon the City's election to exercise its remedy to terminate this Agreement under Section 18.2.1(b) or construct the Private Improvements under Section 18.2.1(c)(i), Developer shall deliver to the City an Assignment of Plans in the form attached hereto as Exhibit L, pursuant to which Developer shall assign to the City all of Developer's right, title and interest in and to all Plans and Specifications and Approvals. Developer acknowledges and agrees that, as a condition of the City's consummation of the transactions herein, each written agreement between Developer and any Person performing work at or for the Project, including work relating to the preparation or modification of the Plans and Specifications, shall include such Person's consent to the assignment by Developer to the City of all right, title and interest of Developer in and to Plans and Specifications.

18.2.3 Upon the occurrence and during the continuance of any material breach, failure or other condition that, but for the City's delivery of notice or the lapse of time thereafter, would constitute an Event of Default, the City may withhold the release of any final maps and/or building permits or other City approvals until the breach or failure is resolved to the reasonable satisfaction of the City; provided, however, the City will not withhold the release of any of the foregoing maps, permits or approvals if Developer delivers written notice to the City of its commencement of actions to cure such breach, failure or other condition within the applicable cure period.

18.3 Liquidated Damages. The City and Developer covenant and agree that because of the difficulty and/or impossibility of determining the City's damages upon the occurrence of an Event of

Default pursuant to Section 18.1.1(c) (*Failure to Complete*), by way of detriment to the public benefit and welfare of the City through lost employment opportunities, degradation of the economic health of the City and loss of revenue, both directly and indirectly, if the City elects its remedy to receive liquidated damages under Section 18.2.1(c)(ii), Developer shall pay to the City, and the City shall accept as an exclusive remedy, as liquidated damages and as a reasonable forecast of such potential damages and not as penalties, $500 per calendar day commencing on the date that the City delivers written notice to Developer of its election to receive liquidated damages pursuant to this Section 18.3 and continuing until earlier of (a) the date that such Event of Default is cured, or (b) the termination of this Agreement pursuant to a Termination Event. Developer agrees to waive any and all affirmative defenses that the amount of liquidated damages provided herein constitutes a penalty.

18.4 Community Benefit and Commercial Use Requirements. Notwithstanding any provision of this Article 18 to the contrary, if Developer fails to satisfy or comply with any of the Community Benefit Requirements, and such failure or non-compliance continues for 30 days after the City provides written notice thereof (a "**Non-Compliance Event**"), Developer shall be obligated to pay to the City a fee (each, a "**Non-Compliance Fee**") for each such Non-Compliance Event, the amount of which shall be $25,000 as of the Effective Date and shall increase annually by the percentage increase in the Consumer Price Index from the Effective Date to the most recent anniversary of the Effective Date prior to the date such Non-Compliance Fee becomes due; provided, however, Developer shall not (i) be required to pay a Non-Compliance Fee more than one time in a calendar year for the same Non-Compliance Event, or (ii) be liable for payment of a Non-Compliance Fee for any Non-Compliance Events in excess of four such events (i.e., $100,000, subject to adjustment based on the Consumer Price Index). For purposes hereof, "**Community Benefit Requirements**" means each of the following independent requirements: (a) the economic opportunity requirements in Section 11.3, (b) the Commercial Use Requirements in Section 11.4, (c) the Film Internship Requirements in Section 11.5, and (d) the Cultural Element Requirements in Section 11.6. The Non-Compliance Fee shall constitute the City's sole and exclusive remedy with respect to Developer's failure to satisfy any such Community Benefit Requirements in any calendar year, except that Developer's failure to pay the City any Non-Compliance Fee within five days after the date such Non-Compliance Fee becomes due shall constitute an Event of Default upon which the City shall be entitled to exercise its remedies under this Article 18.

18.5 Rights and Remedies Cumulative. Except as otherwise expressly stated in Sections 18.3 (Liquidated Damages) and 18.4 (Community Benefit and Commercial Use Requirements), the rights and remedies of the City are cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, Applicable Rules, or in equity, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Event of Default or any other Event of Default, to the extent permitted by law. The provisions of this Article 18 shall survive the expiration or termination of this Agreement. No waiver made by the City or Developer shall apply to obligations beyond those expressly waived in writing.

18.6 Event of Default by City. If the City defaults in its obligation to convey title to any Phase to Developer at the applicable Closing for such Phase pursuant to and in accordance with this Agreement, Developer shall deliver to the City a written notice of default and, upon the City's receipt of the notice of default, the City shall commence and complete the cure of such default. If the City has not completed the cure of the default within 60 days after receipt of the written notice of default, or such longer period as may be reasonably required by the City, provided that the City continuously and

diligently pursues the cure of the default at all times during such period until such cure is completed, then the City's failure to convey title shall constitute a "**City Default**" hereunder. Upon any City Default, Developer may elect, by written notice to the City, as Developer's sole remedy, either to (i) terminate this Agreement, in which case the Initial Deposit will be returned to Developer and, the parties will be relieved of all further obligations under this Agreement except for those obligations that survive termination of this Agreement, or (ii) treat this Agreement as being in full force and effect and, within 30 days following written notice to the City of its election, file a suit for specific performance to compel the City to convey title to the applicable Phase to Developer in accordance with this Agreement. Developer irrevocably waives any right to bring an action for damages of any nature or type, including, without limitation, actual, consequential, incidental or punitive damages. As material consideration for the City entering into this Agreement with Developer, Developer expressly waives any right to record or file a lis pendens or a notice of pendency of action or similar notice against all of any portion of the Project. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

18.7 Waiver. Any failures or delays by either Party in asserting any of such Party's rights and remedies as to any Event of Default or City Default, as applicable, shall not operate as a waiver of such Event of Default or City Default, or of any of such Party's rights or remedies hereunder. The provisions of this Article 18 shall survive the expiration or termination of this Agreement.

18.8 Cross-Termination. The City does not desire to lease the Property to Developer pursuant to the Lease without Developer's commitment to develop and purchase the Project pursuant to this Agreement, and Developer does not desire to lease the Property from the City pursuant to the Lease without having the right to develop and acquire the Project pursuant to this Agreement. Therefore, the parties hereto agree that notwithstanding any other provision hereof, in the event (a) the Lease is terminated for any reason (other than termination with respect to a single, conveyed Phase), then this Agreement shall also terminate and be of no further force and effect, except for those obligations that survive termination of this Agreement, and (b) this Agreement is terminated for any reason, then the Lease shall also terminate and be of no further force and effect, except for those obligations that survive termination of the Lease, and in each such case, each party shall be entitled to pursue its applicable rights or remedies, if any, provided for under this Agreement and/or the Lease.

## ARTICLE 19
## RIGHT OF FIRST REFUSAL

19.1 City Right of First Refusal. If, at any time prior to the ROFR Termination Date (as defined in Section 19.3), Developer receives a bona fide offer from an unaffiliated third-party ("**Offer Party**") to acquire all or any portion of the Property that Developer intends to accept, then Developer shall promptly provide written notice to the City, setting forth the material terms of the offer, including the legal description of the applicable portion of the Property (the "**Offer Land**"), offer price, earnest money deposit, due diligence period, closing time, and other material terms and conditions (the "**Offer Notice**"). The City may elect to acquire all of the Offer Land (but not less than all) in accordance with the same material terms and conditions contained in the Offer Notice, by delivering written notice to Developer of the City's willingness to enter into a contract for the purchase of the Offer Land (the "**Election Notice**") no later than 45 days following the City's receipt of the Offer Notice (the "**Election Deadline**"); provided, however, the City shall not be required to accept any terms for which the City's agreement would constitute a violation of Applicable Rules.

19.2 Contract Negotiation. Within 10 days after Developer's receipt of the City's Election Notice to Developer, Developer shall provide a draft purchase and sale agreement consistent with the material terms of the offer, and the City and Developer shall endeavor in good faith to negotiate a mutually agreeable purchase and sale agreement containing the material terms of the offer ("**Offer Contract**") within 45 days after Developer's receipt of the Election Notice ("**Offer Contract Deadline**"). Each Party shall be responsible for all expenses, including, without limitation, all legal fees, incurred by such Party with respect thereto. The execution and delivery of the Offer Contract will be subject to approval by the Governing Body in accordance with the City Code.

19.3 Termination of Right of First Refusal. The City's right of first refusal under this Article 19 shall terminate with respect to the Offer Land on the earlier of (a) the expiration of the Election Deadline if the City fails to timely deliver its Election Notice for the Offer Land, or (b) the expiration of the Offer Contract Deadline if the City and Developer, despite their commercially reasonable efforts to do so, are unable to agree upon an Offer Contract for the Offer Land following delivery of any Election Notice. Upon any such termination, the City shall have no further right or interest in the Offer Land, and Developer shall thereafter be free to sell or transfer the Offer Land to the Offer Party, subject to this Agreement, the Applicable Rules and matters of record. Notwithstanding the foregoing, if the Offer Party fails to acquire the Offer Land on terms materially consistent with the original offer within 180 days after the referenced termination, the City's option under this Article 19 shall be reinstated with respect to the unacquired Offer Land. The City's right of first refusal under this Article 19 shall expire and be of no further force or effect on the earlier of (i) the fifth anniversary of the Phase 1 Closing Date, or (ii) the date Developer has conveyed all of the Property to one or more unaffiliated third parties in accordance with this Agreement (as applicable, the "**ROFR Termination Date**"). For the avoidance of doubt, prior to the ROFR Termination Date, the City's right of first refusal shall continue with respect any portion of the Property owned by Developer that is not subject to an Offer Contract.

## ARTICLE 20
## GENERAL PROVISIONS

20.1 Compliance with Laws. Developer shall carry out the design and construction of the Private Improvements and the operation of the Project in conformity with all Applicable Rules, including all applicable state labor standards, building, plumbing, mechanical, and electrical codes, and the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101, et seq., as amended, the "**ADA**"), as such Applicable Rules exist on the Effective Date or the date of the relevant application or request for permit, as applicable. During any Construction Activities, Developer shall comply, and cause the other Developer Parties to comply, with all Applicable Rules, including the ADA. Developer, through any contractor, agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of Developer Parties or its agents in violation of the ADA.

20.2 Discrimination Prohibited. Developer shall comply, and cause the Developer Parties to comply, with Applicable Rules relating to discrimination against or segregation of any Person or group of Person, and will not on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, marital status, source of income, physical or mental disability, medical condition, or citizenship status, discriminate or permit discrimination against any Person or group of Persons in any manner prohibited by Title 49 CFR Parts

21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the New Mexico Human Rights Act, and SFCC 1987 Section 2.02. Without limiting the generality of the foregoing, Developer will not discriminate against any employee or applicant for employment or tenancy because of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, physical or mental disability, medical condition, or citizenship status. Such covered actions include, without limitation: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Developer agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

20.3 Recordation. Promptly after the later of the Effective Date and the recordation of the Plat, the City shall record an executed original of this Agreement in the real property records of the Clerk's Office of Santa Fe County, New Mexico (the "**Official Records**"). All amendments, transfers, and assignments hereto must be in writing signed by the appropriate officers of the City and Developer in a form suitable for recordation in the Official Records. Upon completion of the Private Improvements based on a Certificate of Completion for the final Phase, or the earlier revocation or termination of this Agreement, the final Certificate of Completion, revocation, or termination shall be signed by the appropriate officers of the City and Developer, and the City shall record such document in the Official Records; provided, however, such document or the recording thereof shall not effect or eliminate any obligations in this Agreement that expressly survive the termination or expiration hereof.

20.4 Covenants Running With the Land. This Agreement, including all covenants, agreements, rights, restrictions and obligations contained herein (subject to certain term limitations as contained in this Agreement) (i) shall run with the Property, (ii) shall be binding upon the Developer, the owner(s) of any portion of the Property, and each of its and their successors (by merger, consolidation, operation of law or otherwise), successors-in-title, assigns, and lessees, whether by operation of law or in any manner whatsoever, and (iii) shall inure to the benefit of the City, as the intended beneficiary of the terms and provisions of this Agreement and of the covenants running with the Property, without regard to whether the City has been, remains, or is an owner of any interest in the Property or the Midtown Site. In the event this Agreement is terminated by the City, this Agreement may be released of record, in whole or in part, upon execution and recording by the City of a notice of termination or other instrument evidencing such termination.

20.5 Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered either personally with a receipt requested therefor, or by overnight courier, or by certified mail, return receipt requested, postage prepaid, in any case addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one Business Day after depositing with such an overnight courier service, (c) three Business Days after deposit in the mail if mailed, or (d) upon successful electronic mail transmission evidenced by an electronic "read receipt" and provided that such notice is also delivered by the means described in clauses (a) or (b) within two Business Days after such electronic mail notice. All notices to the City or Developer shall be sent to the persons and addresses set forth below. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to the City: City of Santa Fe

Attention: City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87501

with a copy to: Midtown Redevelopment Agency
Attention: MRA Director
200 Lincoln Avenue
Santa Fe, NM 87501

If to Developer: Aspect QOZB LLC
Attention: Phillip Gesue
1954 Siringo Road
Santa Fe, NM 87505

with a copy to: Long, Komer & Associates, P.A.
Attention: Nancy R. Long
P.O. Box 5098
1800 Old Pecos Trail, Suite A
Santa Fe, NM 87505

20.6 Relationship Between Parties. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Developer and the City shall be as independent contractors, and neither the City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.

20.7 No Third-Party Rights. This Agreement is for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and no third party other than a permitted assignee of the City or Developer is contemplated to or shall have any rights hereunder.

20.8 Counterparts. This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

20.9 Exhibits; Ancillary Documents. All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of any conflict between the terms set forth in this Agreement for any exhibit or ancillary document and the terms set forth in the agreed-upon exhibit or ancillary document, the terms of the agreed-upon exhibit or ancillary document, as applicable, shall control.

20.10 Time of Essence. Time is expressly made of the essence with respect to the performance by Developer of every obligation and condition of this Agreement.

20.11 Computation of Time. All references herein to "days" mean calendar days. All references herein to "months" mean the period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that, solely with respect to the last month of any period (a) if the numerically corresponding day is not a Business Day, that period will be deemed to end on the next Business Day, (b) if there is no numerically corresponding day in the next calendar month, then that period shall end on the first Business Day after the last day of that month. In computing any period of time under this Agreement in which days define the period, (i) the date of the act or event from which the designated period of time begins to run shall not be included, and (ii) the last day of the period so computed shall be included unless it is a day other than a Business Day, in which event the day for performance thereof shall be extended to the next Business Day. If any act is to be done by or within a period of time, the last day of said period of time shall be deemed to end at 5:00 p.m. MT.

20.12 Effect and Duration of Agreement Provisions. All obligations, covenants and agreements contained herein which are not performed at or before Final Completion of the Project (or any Phase thereof) but which are to be performed after Final Completion of the Project or the Phase, as applicable, as provided in this Agreement, shall survive the Final Completion of the Project or Phase, as applicable. Subject to the foregoing and any other provisions of this Agreement that by their terms expressly survive the performance, expiration or earlier termination of this Agreement, as applicable, the provisions of this Agreement applicable to any Private Improvement Project Specifications shall terminate with respect to each Phase upon the issuance of the Certificate of Completion for such Phase.

20.13 Force Majeure. Neither the City nor Developer shall be deemed to be in default hereunder if either Party is prevented from performing any of the obligations, other than monetary obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, industry-wide or regional shortages of labor, energy or materials (to the extent not caused by the failure of any person to adequately plan materials orders or labor allocation as necessitated by the then-current markets therefor), acts of the public enemy, infectious disease or pandemic, weather conditions and the results of acts of nature, riots, rebellion, sabotage, any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs), or any other similar circumstances for which it is not responsible or which are not within such Party's control (each a "**Force Majeure Event**"); provided, however, the Parties stipulate and agree that none of the following events or occurrences shall be deemed a Force Majeure Event: (a) the novel coronavirus COVID-19 pandemic (except to the extent the pandemic is the direct cause of any of the delay events listed above), (b) financial distress or the inability of a Party to earn a profit or avoid a financial loss, and (c) a Party's inability to perform its financial obligations hereunder, including Developer's inability to secure funds in an amount sufficient to complete the Private Improvements. An extension of time for any Force Majeure Event shall commence to run from the time of the commencement of the Force Majeure Event if notice by the Party claiming such extension is sent to the other Party within 30 days after said commencement. If such notice is delivered after such 30-day period, the extension period shall commence to run from the date of such notice. After the termination of any such Force Majeure Event, the obligation to perform shall recommence with a day-for-day delay extension to any deadlines.

20.14 Severability. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to Applicable Rules so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken.

If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Developer in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

20.15 Interpretation. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

20.16 Sections. References to section numbers are to sections in this Agreement, unless otherwise expressly stated.

20.17 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

20.18 Headings and Captions. Headings and captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

20.19 Further Assurances. Developer and the City covenant that they shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such instrument, supplemental hereto and further acts, instruments and transfers as may be required hereunder. All such ancillary agreements shall be in accordance with and not contradictory to the terms and conditions set forth in this Agreement.

20.20 Waiver. No provisions of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing, signed by the Party making the waiver and addressed to the other Party, nor shall any custom or practice which may evolve between the Parties in the administration of the terms of this Agreement be construed to waiver or lessen the right of either Party to insist upon the performance of the other Party in strict accordance with the terms of this Agreement. Further, the waiver by any Party of a breach by the other Party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof. No acceptance by the City of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment.

20.21 Modifications; City Approval. Any amendment, alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party and, if applicable, approved by the Governing Body and in accordance with any applicable City signature policy. The MRA Director shall record amendments, alterations, changes, and modifications to this Agreement in the Official Records, though a failure to so record shall not impair the effectiveness of such as between the Parties. The MRA Director may extend the time for the performance of any term or satisfaction of any condition hereunder for up to 180 days by the execution of a letter countersigned by Developer. The City Manager may approve changes to the

Project requested by Developer to the extent the value of such changes is not in excess of the City Manager's contractual authority and to the extent equal value is received by the City. At any time during which the MRA Director position is unoccupied or in the event the MRA ceases to exist, references in this Agreement to the "MRA Director" shall be deemed to refer instead to the City Manager who shall fulfill the role and assume the responsibilities of the MRA Director under this Agreement.

20.22 Legal Advice. Each Party represents to the other that it has carefully read this Agreement; and in signing this Agreement, it does so with full knowledge of any right which it may have; it has received independent legal advice from its legal counsel as to the matter set forth in this Agreement; and it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both the City and Developer have contributed substantially and materially to the preparation of this Agreement.

20.23 Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

20.24 New Mexico Tort Claims Act. The City's liability in connection with the Agreement is limited by the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees", as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

20.25 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

20.26 Legal Proceedings; Attorneys' Fees and Costs. The Parties agree that the exclusive venue for any claims, disputes, disagreements, controversies, lawsuits, or causes of action by or between Developer and the City arising out of or relating to this Agreement, the Project, the Property, or the Construction Activities (collectively, "**Disputes**"), shall be the First Judicial District Court located in Santa Fe, New Mexico. Any and all Disputes shall be tried as a bench trial and not as a jury trial. In the event it becomes necessary for the City to enforce any of the terms and provisions of this Agreement, whether or not suit be instituted, Developer shall pay all costs and expenses incurred by the City in connection with the City's enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees.

20.27 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO A DISPUTE.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY DISPUTE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (C) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20.27.

20.28 Approval Required. This Agreement shall not become effective or binding until approved by the highest approval authority required by the City under this Agreement.

20.29 Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Governing Body making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Governing Body, or if unspent appropriations from any prior fiscal year are not appropriated in the then current fiscal year, this Agreement may be terminated upon 30 days' written notice given by the City to Developer. Such event shall not constitute a City Default or other default by the City. All obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by all parties and shall be final.

20.30 No Pecuniary Liability of City. No provision of this Agreement shall constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitations of the State of New Mexico, nor constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

20.31 Officials, Agents and Employees Not Personally Liable. No official, agent, or employee of the City nor member of the Governing Body shall be personally liable to any person by virtue of any provision of this Agreement.

20.32 No Collusion. Developer represents that this Agreement is entered into by Developer without collusion on the part of Developer with any person or firm, without fraud and in good faith. Developer also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by Developer or any agent or representative of Developer to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

20.33 Public Records. The Parties acknowledge that the City is a government entity and subject to the IPRA. Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Developer or any third-party contractor for any disclosure of confidential information pursuant to the IPRA or pursuant to the City's public records act laws, rules, regulations, instructions or other legal requirement.

20.34 Governmental Right and Powers. Nothing in this Agreement will be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the City in the Property or waiving or limiting the City's control over the management, operations or maintenance of the Property, except as specifically provided in this Agreement, or impairing exercising or defining governmental rights and the police powers of the City.

20.35 Survival. All obligations, covenants and agreements contained herein which are intended to be performed in whole or in part after the completion of construction of the Project or termination of this Agreement shall survive the completion of construction of the Project or termination of this Agreement and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

[*Remainder of this page intentionally left blank*]
[*Signatures and acknowledgements appear on the following pages*]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the City and Developer as of the Effective Date.

Date of City of Santa Fe Governing Body
Approval: _____, 20__

**CITY:**

CITY OF SANTA FE,
a municipal corporation and political subdivision of the State of New Mexico

By: _____

Mayor

**APPROVED AS TO FORM:**

By: _____
Assistant City Attorney

**ATTEST:**

By: _____
City Clerk

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on _____, 20__ by _____, as _____ of City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico.

(Seal, if any)

_____
(Signature of Notarial Officer)

[*Signatures and acknowledgements continue on the following page*]

**DEVELOPER:**

ASPECT QOZB, LLC,
a Delaware limited liability company

By: _____
Name: Phillip Gesue
Title: Managing Member

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on October 24, 2024 by Phillip Gesue as Managing Member of Aspect QOZB, LLC, a Delaware limited liability company.

(Seal, if any)

_____
(Signature of Notarial Officer)

STATE OF NEW MEXICO
NOTARY PUBLIC
KANDRA LYNN PAYNE
COMMISSION # 1139277
COMMISSION EXPIRES 12/02/2026

[DEVELOPER SIGNATURE PAGE AND ACKNOWLEDGMENT]

JOINDER OF DEVELOPER'S PRINCIPAL

FOR GOOD AND VALUABLE CONSIDERATION as set forth in this Development and Disposition Agreement, the receipt and sufficiency of which is hereby acknowledged, PHILLIP GESUE, as Developer's Principal, hereby joins in the execution of this Agreement in order to evidence and confirm its agreement to be bound by the provisions hereof relating to or expressly obligating Developer under Section 14.3 hereof.

Developer's Principal, by its execution hereof, agrees that it shall be personally liable and responsible to the City for Developer's default under Section 14.3 of this Agreement. Nothing contained in this Joinder shall be deemed to waive, release, limit, or otherwise modify any obligation or liability that Developer currently has or may have in the future pursuant to this Agreement or any binding agreement between the City and Developer or any other Person or any obligation or liability arising under or pursuant to law or equity.

Phillip Gesue

[DEVELOPER SIGNATURE PAGE AND ACKNOWLEDGMENT]

# EXHIBIT A

DEPICTION OF THE MIDTOWN SITE

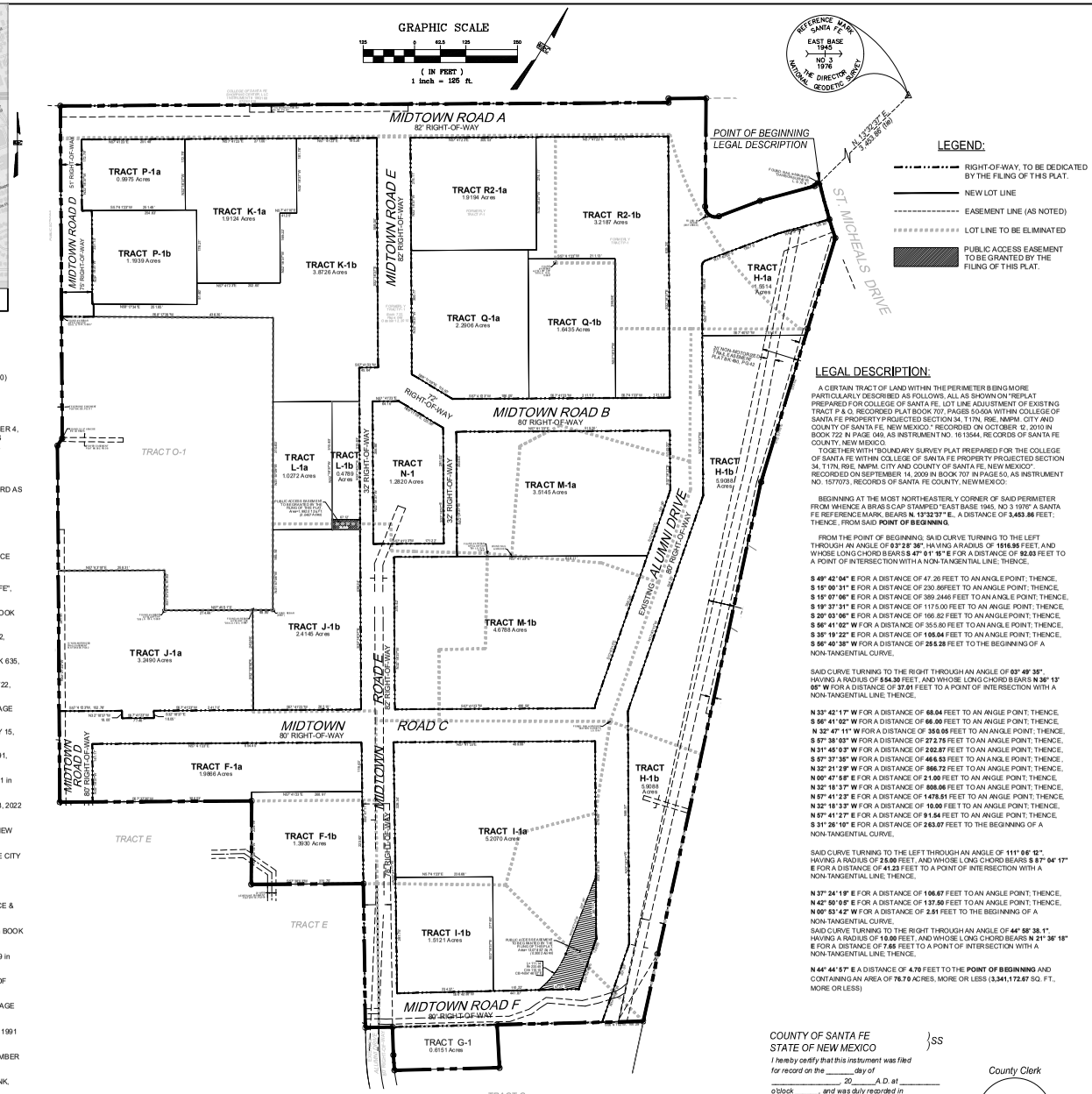
[attached]

# Lot Line Adjustment to Create Right-of-Way

for PLAT OF EXISTING
College of Santa Fe
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024




VICINITY MAP
N.T.S.




## LEGEND:

- RIGHT-OF-WAY, TO BE DEDICATED BY THE FILING OF THIS PLAT.
- NEW LOT LINE
- EASEMENT LINE (AS NOTED)
- LOT LINE TO BE ELIMINATED
- PUBLIC ACCESS EASEMENT TO BE GRANTED BY THE FILING OF THIS PLAT.

## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.000406253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
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5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "REPLAT PREPARED FOR COLLEGE OF SANTA FE, LOT LINE ADJUSTMENT OF EXISTING TRACT P & O, RECORDED PLAT BOOK 707, PAGES 50-50A WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO." RECORDED ON OCTOBER 12, 2010 IN BOOK 722 IN PAGE 049, AS INSTRUMENT NO. 1613544, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

TOGETHER WITH "BOUNDARY SURVEY PLAT PREPARED FOR THE COLLEGE OF SANTA FE WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO". RECORDED ON SEPTEMBER 14, 2009 IN BOOK 707 IN PAGE 50, AS INSTRUMENT NO. 1577073, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 13°33'37" E.**, A DISTANCE OF **3,483.86** FEET; THENCE, FROM SAID **POINT OF BEGINNING**,

FROM THE POINT OF BEGINNING, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF **93°28'36"**, HAVING A RADIUS OF **1516.95** FEET, AND WHOSE LONG CHORD BEARS **S. 47° 01' 15" E** FOR A DISTANCE OF **92.03** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE,

**S 49° 42' 04" E** FOR A DISTANCE OF 47.26 FEET TO AN ANGLE POINT; THENCE,
**S 15° 00' 31" E** FOR A DISTANCE OF 230.86FEET TO AN ANGLE POINT; THENCE,
**S 15° 07' 06" E** FOR A DISTANCE OF 389.2446 FEET TO AN ANGLE POINT; THENCE,
**S 19° 37' 31" E** FOR A DISTANCE OF 1175.00 FEET TO AN ANGLE POINT; THENCE,
**S 20° 03' 06" E** FOR A DISTANCE OF 166.82 FEET TO AN ANGLE POINT; THENCE,
**S 56° 41' 02" W** FOR A DISTANCE OF 355.80 FEET TO AN ANGLE POINT; THENCE,
**S 35° 19' 22" E** FOR A DISTANCE OF **105.04** FEET TO AN ANGLE POINT; THENCE,
**S 56° 40' 38" W** FOR A DISTANCE OF **255.28** FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF **03° 49' 35"**, HAVING A RADIUS OF **5 54.30** FEET, AND WHOSE LONG CHORD BEARS **N 36° 13' 05" W** FOR A DISTANCE OF **37.01** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE,

**N 33° 42' 17" W** FOR A DISTANCE OF **68.04** FEET TO AN ANGLE POINT; THENCE,
**S 56° 41' 02" W** FOR A DISTANCE OF **66.00** FEET TO AN ANGLE POINT; THENCE,
**N 32° 47' 11" W** FOR A DISTANCE OF **350.05** FEET TO AN ANGLE POINT; THENCE,
**S 57° 38' 03" W** FOR A DISTANCE OF **27.275** FEET TO AN ANGLE POINT; THENCE,
**N 31° 45' 03" W** FOR A DISTANCE OF **252.87** FEET TO AN ANGLE POINT; THENCE,
**S 57° 37' 35" W** FOR A DISTANCE OF **466.63** FEET TO AN ANGLE POINT; THENCE,
**N 32° 21' 29" W** FOR A DISTANCE OF **866.72** FEET TO AN ANGLE POINT; THENCE,
**N 00° 47' 58" E** FOR A DISTANCE OF **21.00** FEET TO AN ANGLE POINT; THENCE,
**N 32° 18' 37" W** FOR A DISTANCE OF **808.06** FEET TO AN ANGLE POINT; THENCE,
**N 57° 41' 23" E** FOR A DISTANCE OF **1478.51** FEET TO AN ANGLE POINT; THENCE,
**N 32° 18' 33" W** FOR A DISTANCE OF **10.00** FEET TO AN ANGLE POINT; THENCE,
**N 57° 41' 27" E** FOR A DISTANCE OF **91.54** FEET TO AN ANGLE POINT; THENCE,
**S 31° 26' 10" E** FOR A DISTANCE OF **263.07** FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF **111° 0'6' 12"**, HAVING A RADIUS OF **25.00** FEET, AND WHOSE LONG CHORD BEARS **S 87° 04' 17" E** FOR A DISTANCE OF **41.23** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE THENCE,

**N 37° 24' 19" E** FOR A DISTANCE OF **106.67** FEET TO AN ANGLE POINT; THENCE,
**N 42° 50' 0.5" E** FOR A DISTANCE OF **137.50** FEET TO AN ANGLE POINT; THENCE,
**N 00° 53' 4.2" W** FOR A DISTANCE OF **2.51** FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,
SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF **44° 58' 38. 1"**, HAVING A RADIUS OF **10.00** FEET, AND WHOSE LONG CHORD BEARS **N 21° 36' 18" E** FOR A DISTANCE OF **7.65** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE THENCE,

**N 44° 44' 57" E** A DISTANCE OF **4.70** FEET TO THE **POINT OF BEGINNING** AND CONTAINING AN AREA OF **76.70** ACRES, MORE OR LESS (**3,341,172.67** SQ. FT., MORE OR LESS)

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

ADJUST LOT LINES AND TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

BY: _____ ALAN WEBBER, MAYOR DATE: _____

CITY CLERK: _____ DATE: _____

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20 ____.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

## REVIEWED BY COUNTY OF SANTA FE:

COUNTY TREASURER _____ DATE: _____

## REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE _____ DATE: _____

CITY PLANNER _____ DATE: _____

COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO }

*I hereby certify that this instrument was filed for record on the _____ day of _____ 20 _____ A.D. at _____ o'clock _____, and was duly recorded in book _____ page(s) _____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

*County Clerk*
*Seal*

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

DATE

NEW MEXICO 15268 BENJAMIN M. ARAGON REGISTERED PROFESSIONAL SURVEYOR


WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

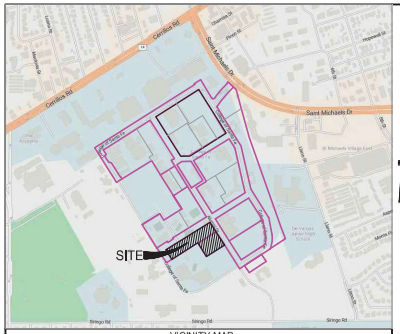
EXHIBIT B-1

DEPICTION OF THE PROPERTY

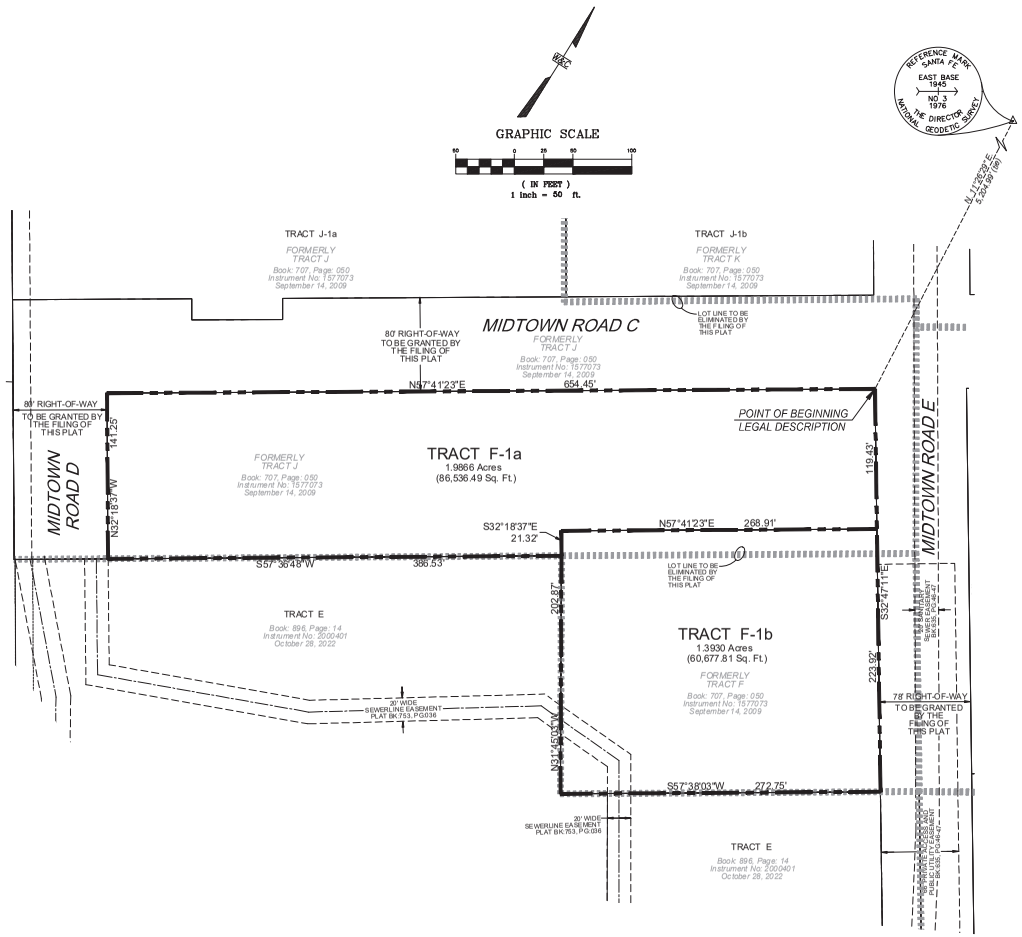
The following Tracts, as depicted on the following maps, comprise Phase 1, Phase 2 and Phase 3 of the Property, as follows:

| Phase 1: | Phase 2: | Phase 3: |
|---|---|---|
| Tract F-1b | Tract F-1a | Tract G-1 |
| Tract I-1a | | Tract I-1b |
| Tract L-1a | | |

# Lot Split to create
# TRACTS F-1a and F-1b
## LOT LINE ADJUSTMENT PLAT OF EXISTING
TRACT F and TRACT J
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024




VICINITY MAP
N.T.S.




## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.000406253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
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4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
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8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
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13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
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19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "BOUNDARY SURVEY PLAT PREPARED FOR THE COLLEGE OF SANTA FE WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM. CITY AND COUNTY OF SANTA FE, NEW MEXICO", RECORDED ON SEPTEMBER 14, 2009 IN BOOK 707 IN PAGE 50, AS INSTRUMENT NO. 1577073, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 11°26'29" E.**, A DISTANCE OF **5,204.99** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**S. 32°47'11" E.**, A DISTANCE OF **343.35** FEET TO AN ANGLE POINT; THENCE,

**S. 57°38'03" W.**, A DISTANCE OF **272.75** FEET TO AN ANGLE POINT; THENCE,

**N. 31°48'15" W.**, A DISTANCE OF **224.19** FEET TO AN ANGLE POINT; THENCE,

**S. 57°37'35" W.**, A DISTANCE OF **386.53** FEET TO AN ANGLE POINT; THENCE,

**N. 32°18'37" W.**, A DISTANCE OF **141.17** FEET TO AN ANGLE POINT; THENCE,

**N. 57°41'23" E.**, A DISTANCE OF **654.45** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **3.3796** ACRES , MORE OR LESS (**147,214.30** SQ. FT., MORE OR LESS)

## LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE* }SS
*STATE OF NEW MEXICO*

*I hereby certify that this instrument was filed for record on the _____ day of _____, 20_____ A.D. at _____ o'block _____, and was duly recorded in book _____ page(s) _____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

County Clerk
Seal

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT F-1a AND F-1b, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

_____
BY: ALAN WEBBER, MAYOR DATE:

_____
CITY CLERK: DATE:

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, AOKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

## REVIEWED BY COUNTY OF SANTA FE:

_____
COUNTY TREASURER DATE:

## REVIEWED BY CITY OF SANTA FE:

_____
CITY ENGINEER FOR LAND USE DATE:

_____
CITY PLANNER DATE:

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

_____
BENJAMIN M. ARAGON N.M.P.L.S. #15268

_____
DATE

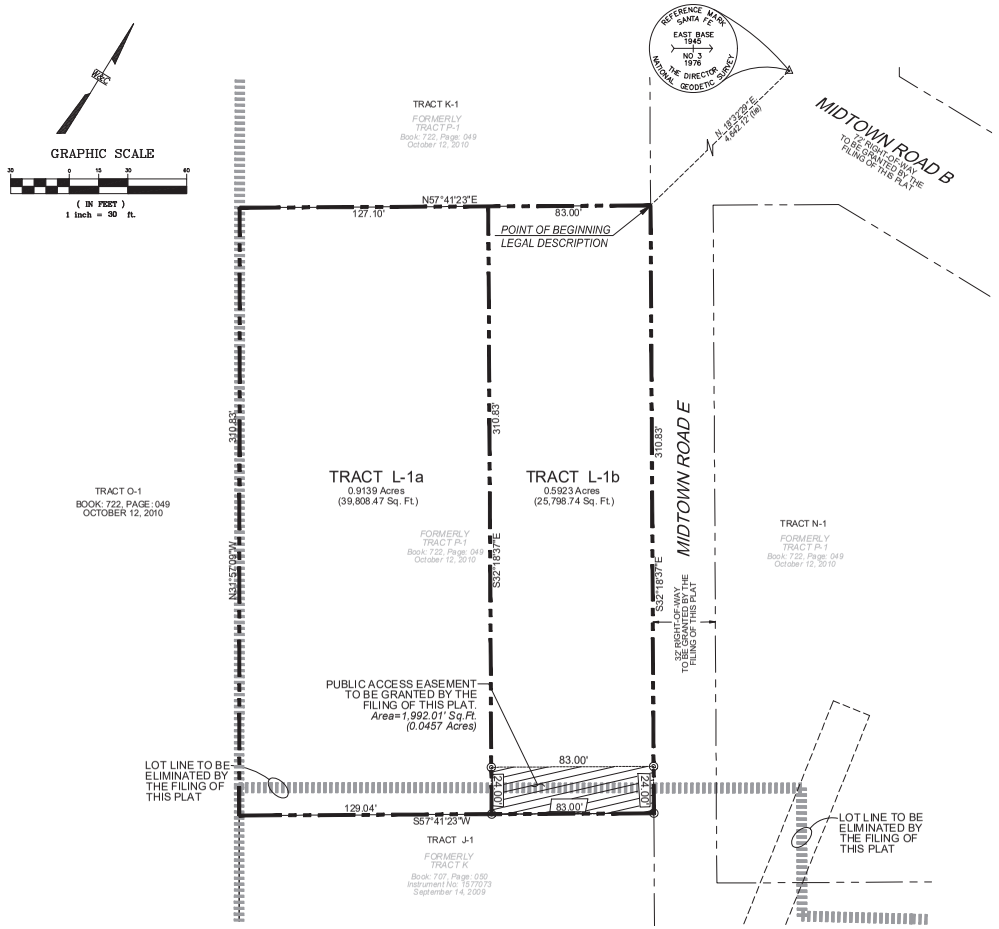
BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR


WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

# Lot Split to create
# TRACTS L-1a and L-1b
## LOT LINE ADJUSTMENT PLAT OF EXISTING TRACT P-1
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024




VICINITY MAP
N.T.S.




## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

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10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
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13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "REPLAT PREPARED FOR COLLEGE OF SANTA FE, LOT LINE ADJUSTMENT OF EXISTING TRACT P & O, RECORDED PLAT BOOK 707, PAGES 50-50A WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T 17N, R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO." RECORDED ON OCTOBER 12, 2010 IN BOOK 722 IN PAGE 049, AS INSTRUMENT NO. 1613544, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 18°32'29" E.**, A DISTANCE OF **4,642.12** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**S. 32°18'37" E.**, A DISTANCE OF **310.83** FEET TO AN ANGLE POINT; THENCE,

**S. 57°41'23" W.**, A DISTANCE OF **212.04** FEET TO AN ANGLE POINT; THENCE,

**N. 31°57'09" W.**, A DISTANCE OF **310.83** FEET TO AN ANGLE POINT; THENCE,

**N. 57°41'23" E.**, A DISTANCE OF **210.10** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **1.5061** ACRES, MORE OR LESS (**65,607.21** SQ. FT., MORE OR LESS)

## LEGEND:

- ◆ FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE* }SS
*STATE OF NEW MEXICO*

*I hereby certify that this instrument was filed for record on the _____ day of _____, 20_____ A.D. at _____ o'clock _____, and was duly recorded in book _____ page(s) _____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

County Clerk
Seal

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT L-1, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

_____
BY: ALAN WEBBER, MAYOR DATE:

_____
CITY CLERK: DATE:

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, AOKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

## REVIEWED BY COUNTY OF SANTA FE:

_____
COUNTY TREASURER DATE:

## REVIEWED BY CITY OF SANTA FE:

_____
CITY ENGINEER FOR LAND USE DATE:

_____
CITY PLANNER DATE:

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

_____
BENJAMIN M. ARAGON N.M.P.L.S. #15268

_____
DATE

NEW MEXICO 15268 BENJAMIN M. ARAGON REGISTERED PROFESSIONAL SURVEYOR

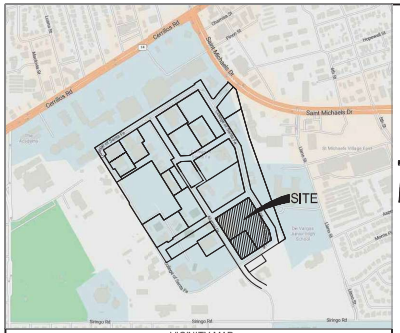

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com



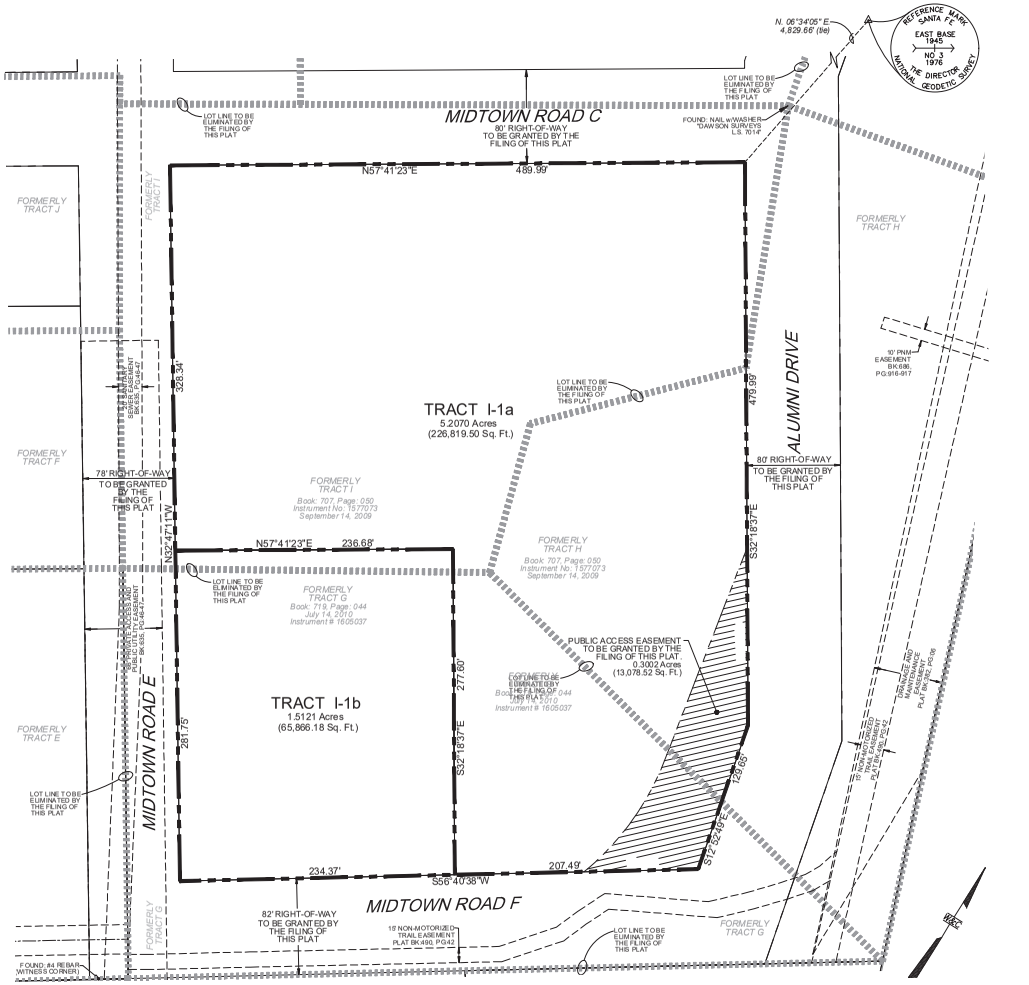

m:\SGR\21-300--194-002_Disciplines\Survey\Drawings_PLATTING\TRACT L-1\TRACTS L-1a AND L-1b\Lot Split for TRACT L-1a and L-1b.dwg

# Lot Split to create
# TRACTS I-1a and I-1b

## LOT LINE ADJUSTMENT PLAT OF EXISTING
TRACT G, H and TRACT I
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024




VICINITY MAP
N.T.S.




## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "BOUNDARY SURVEY PLAT PREPARED FOR THE COLLEGE OF SANTA FE WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM. CITY AND COUNTY OF SANTA FE, NEW MEXICO". RECORDED ON SEPTEMBER 14, 2009 IN BOOK 707 IN PAGE 50, AS INSTRUMENT NO. 1577073, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 06°34'05" E.**, A DISTANCE OF **4,829.66** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**S. 32°18'37" E.**, A DISTANCE OF **479.99** FEET TO AN ANGLE POINT; THENCE,

**S. 12°52'49" E.**, A DISTANCE OF **129.65** FEET TO AN ANGLE POINT; THENCE,

**S. 56°40'38" W.**, A DISTANCE OF **441.86** FEET TO AN ANGLE POINT; THENCE,

**N. 32°47'11" W.**, A DISTANCE OF **610.09** FEET TO AN ANGLE POINT; THENCE,

**N. 57°41'23" E.**, A DISTANCE OF **489.99** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **6.7191** ACRES , MORE OR LESS (**292,685.68** SQ. FT., MORE OR LESS)

## LEGEND:

- ⬨ FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE*
*STATE OF NEW MEXICO* } SS

*I hereby certify that this instrument was filed for record on the_____day of _____, 20_____A.D. at _____ o'block _____, and was duly recorded in book _____ page(s)_____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

County Clerk

Seal

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT I-1a AND I-1b, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

_____
BY: ALAN WEBBER, MAYOR DATE:

_____
CITY CLERK: DATE:

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

## REVIEWED BY COUNTY OF SANTA FE:

_____
COUNTY TREASURER DATE:

## REVIEWED BY CITY OF SANTA FE:

_____
CITY ENGINEER FOR LAND USE DATE:

_____
CITY PLANNER DATE:

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

_____
BENJAMIN M. ARAGON N.M.P.L.S. #15268

_____
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

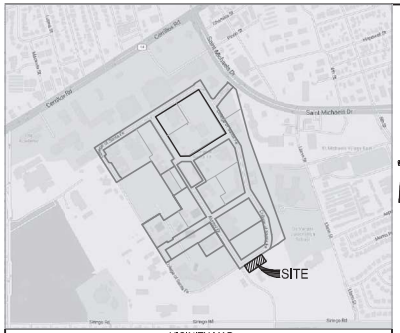

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com




m:\SGIS\21-900-194-002_Disciplines\Survey\Drawings_PLATTING\TRACT I-1\TRACTS I-1a AND I-1b\Lot Split for TRACT I-1a AND I-1b.dwg

# Lot Split and Lot Line Adjustment to create TRACT G-1

LOT LINE ADJUSTMENT PLAT OF EXISTING TRACT G
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
June 2024




VICINITY MAP
N.T.S.

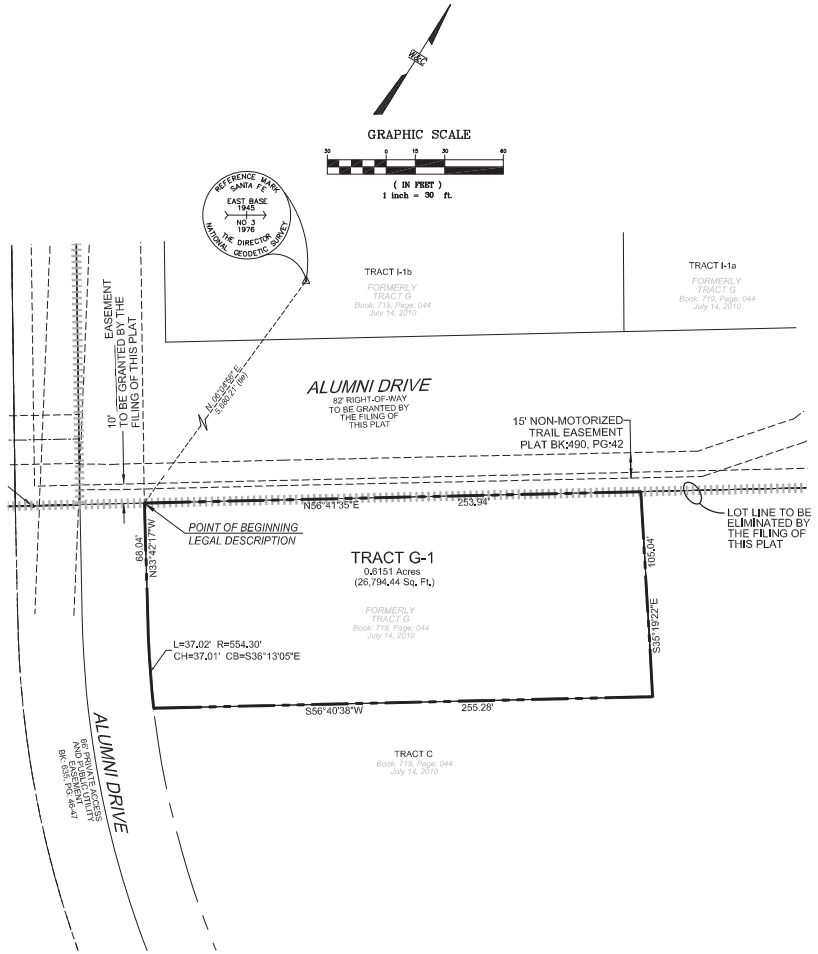
## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.




## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "REPLAT PREPARED FOR COLLEGE OF SANTA FE, LOT LINE ADJUSTMENT OF EXISTING TRACT C & G, RECORDED PLAT BOOK 707, PAGES 50-50A WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO." RECORDED ON JULY 14, 2010 IN BOOK 719 IN PAGE 044, AS INSTRUMENT NO. 1605037, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 06°04'56" E.**, A DISTANCE OF **5,680.21** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**N. 56°41'35" E.**, A DISTANCE OF **253.94** FEET TO AN ANGLE POINT; THENCE,

**S. 35°19'22" E.**, A DISTANCE OF **105.04** FEET TO AN ANGLE POINT; THENCE,

**S. 56°40'38" W.**, A DISTANCE OF **255.28** FEET TO A CURVE; THENCE,

**37.02** FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF **554.30** FEET, DELTA OF **3°49'35"**, CHORD BEARING AND DISTANCE OF **N. 36°13'05" E., 37.01'** FEET TO A POINT; THENCE,

**N. 33°42'17" W.**, A DISTANCE OF **68.04** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **0.6151** ACRES, MORE OR LESS (**26,794.44** SQ. FT., MORE OR LESS)

## LEGEND:

- ◦ FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE*
*STATE OF NEW MEXICO* } SS

*I hereby certify that this instrument was filed for record on the _____ day of _____, 20_____ A.D. at _____ o'clock _____, and was duly recorded in book _____ page(s) _____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

*County Clerk*
*Seal*

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT G-1, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON, THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER, THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL, PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

BY: ALAN WEBBER, MAYOR DATE: _____

CITY CLERK: DATE: _____

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES

## REVIEWED BY COUNTY OF SANTA FE:

COUNTY TREASURER DATE: _____

## REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE DATE: _____

CITY PLANNER DATE: _____

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

SHEET 1 OF 1

EXHIBIT B-2

LEGAL DESCRIPTION OF THE PROPERTY

[To be attached upon recording of subdivision plat]

EXHIBIT C

FORM OF LEASE AGREEMENT

[attached]

Recording Requested By,
And When Recorded Return To:

CITY OF SANTA FE
200 LINCOLN AVENUE
SANTA FE, NM 87501
ATTN: ERIN MCSHERRY, CITY ATTORNEY

**LEASE AGREEMENT BETWEEN**
**THE CITY OF SANTA FE AND ASPECT QOZB, LLC**

THIS LEASE AGREEMENT (this "**Lease**") is made and executed as of the _____ day of _____ 20__, between the CITY OF SANTA FE, a municipal corporation and political subdivision of the State of New Mexico (the "**City**"), and ASPECT QOZB, LLC, a Delaware limited liability company ("**Developer**"), effective as of the Lease Commencement Date (defined below). The City and Developer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

## Recitals

A. The City owns the real property and improvements consisting of approximately 60 acres generally located within the block defined by Cerrillos Road, St. Michaels Drive, Llano Street, Siringo Road, and Camino Carlos Rey in the City of Santa Fe, County of Santa Fe, State of New Mexico, as generally depicted on Exhibit A attached hereto (the "**Midtown Site**").

B. By Resolution No. 2022-68, approved on November 30, 2022, the governing body of the City (the "**Governing Body**") adopted the Midtown Master Plan (the "**Master Plan**"), which, together with the Midtown Community Development Plan adopted on January 25, 2023 by Resolution No. 2023-5 (the "**Community Development Plan**"), sets forth the City's vision for development of the Midtown Site and establishes certain form-based zoning standards and certain other standards and policies for the future redevelopment of the Midtown Site as a sustainable, pedestrian-friendly, mixed-use neighborhood that provides employment and housing opportunities, improved mobility options, and access to recreation, public spaces, and cultural venues.

C. On August 9, 2023, the Governing Body, by Ordinance No. 2023-21, revised the City of Santa Fe metropolitan redevelopment code (the "**City Redevelopment Code**"), under which the Governing Body updated its ordinance establishing a metropolitan redevelopment agency (the "**MRA**"), comprised of the commission of the MRA, director of the MRA ("**MRA Director**"), and staff, as the official body for making advisory recommendations to the Governing Body, at such time as an area is designated by the Governing Body with respect thereto, and for taking certain actions delegated to the MRA pursuant to the City Redevelopment Code. In the absence of a MRA Director, the City Manager or the City Manager's designee will act for the MRA Director hereunder.

D. The City released a Request for Proposals on December 1, 2022 (the "**Studio RFP**"), for the redevelopment and operation of the portion of the Midtown Site to, among other

things, expand the existing film production studio facilities with the addition of more state-of-the art sound stages, pre- and post-production offices and work facilities to meet the needs of the industry and support film and multi-media production in the City, all as more specifically set forth in the Studio RFP. The City will subdivide the Property (defined below) into parcels as set forth in Section 2.1 below.

E. Midtown Santa Fe Productions QOF, LLC, a Delaware limited liability company, affiliated with Developer ("**QOF**"), submitted the only response to the Studio RFP on March 2, 2023, to redevelop the Property consistent with the Studio RFP (the "**Proposed Project**"). QOF proposed combining the Proposed Project with the adjacent Midtown Santa Fe Production Studio, formerly the Shellaberger Tennis Center, and envisions that the combined projects will become the largest studio in northern New Mexico, featuring multi-family housing, six soundstages and nearly 180,000 square feet of production and support space across five different buildings.

F. Pursuant to the Studio RFP, the City established an Evaluation Committee to review and evaluate the response based on the factors set forth in the Studio RFP, following which the Evaluation Committee determined that QOF had the experience, qualifications, and capacity to implement the scope of work and achieve the vision and goals articulated in the Studio RFP.

G. The City and QOF entered into the Exclusive Negotiation Agreement approved by the Governing Body on July 26, 2023 (as extended, the "**ENA**"), for the redevelopment of the Proposed Project consistent with the Studio RFP. The ENA included, among other things, that the City and QOF would negotiate and enter into a disposition and development agreement setting forth the scope of the Proposed Project and the requirements and conditions for the design, development, operation and disposition of the completed Proposed Project.

H. Concurrent with the execution of this Lease, the City and Developer are entering into a Development and Disposition Agreement (the "**DDA**"), the purpose of which is to set forth the scope of the Project (as defined in the DDA) and the requirements and conditions for the design, development, operation and disposition of the completed Project.

I. The purpose of this Lease is to lease to Developer for the Term (defined below) the Property (or portion thereof) for Developer to perform its obligations set forth in the DDA, until such time as the City coveys the Property (or portion thereof) to Developer pursuant to the terms of the DDA.

J. The City is authorized, pursuant to the Santa Fe City Code of 1987, as amended from time to time (the "**City Code**") to enter into binding leases to carry out the plan for the development of the Property.

## AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the

City, as landlord, and Developer, as tenant, hereby agree that the foregoing recitals are true and correct and incorporated herein and as follows:

## ARTICLE 1
## DEMISE AND DESCRIPTION OF PROPERTY

1.1 The City leases to Developer and Developer leases from City upon the terms and conditions contained herein, approximately 11 acres of land, together with the buildings known as Benildus Hall, Onate Hall, Driscoll Fitness Center and Garson Studios (collectively, the "**Buildings**"), and all other existing accessory structures and improvements located thereon, and rights of egress across adjacent roadways (collectively, the "**Property**"), located within in the Midtown Site and generally depicted on Exhibit B.

1.2 As of the Lease Commencement Date, pursuant to Section 2.4 of the DDA, the City conveyed to Developer all furniture, fixtures and equipment located within or affixed to any Building at the Property.

## ARTICLE 2
## COMMENCEMENT AND TERM.

2.1 This Lease shall become effective on the date that is 45 days after the Governing Body adopts an ordinance approving the DDA (the "**Lease Commencement Date**"); provided, however, if a referendum election is held, as required by Section 3-54-1, NMSA 1978, the Lease Commencement Date shall be suspended pending the outcome of the referendum election. If the results of the election are in favor of DDA, the Lease Commencement Date will commence on the date of the favorable election results. If the referendum election results are against the DDA, this Lease shall be immediately null and void. Notwithstanding the foregoing, if the City has not recorded a new plat map to subdivide the Property into parcels (the "**Plat**") in the real property records of the Clerk's Office of Santa Fe County, New Mexico ("**Official Records**") prior to the Lease Commencement Date, the Lease Commencement Date shall be suspended until the recording date of the Plat. Developer shall have the right to enter the Property to perform its obligations under the DDA on the Lease Commencement Date.

2.2 Upon the recordation of the Plat in the Official Records, the MRA Director will deliver written notice thereof to Developer ("**Plat Recording Notice**"), together with a copy of the recorded plat map and the platted legal description of the Property (the "**Legal Description**"), and the Developer shall execute and deliver to the City an acknowledgment including the Legal Description as Exhibit C to this Lease. Upon attachment of the Legal Description hereto, the City shall record this Lease in the Official Records. If the DDA is not approved, or if the DDA is approved and the referendum results are against the DDA, the City shall not be required to record the Plat or deliver a Plat Recording Notice to Developer.

2.3 This Lease shall expire 10 years following the Lease Commencement Date, unless earlier terminated (the "**Term**").

2.4 If Developer elects to acquire any Phase upon completion of an applicable Phase pursuant to the terms of the DDA, then upon the closing of the conveyance of such Phase (each a "**Closing**"), the Lease shall terminate with respect to such Phase and the Legal Description will be amended to remove the Phase so conveyed in accordance with Section 17.2 hereof. This Lease shall terminate in its entirety upon the earlier of (a) the expiration of the Term, (b) Developer's default under the terms of the DDA or this Lease, (c) upon the City's conveyance of all of the Property to Developer pursuant to the terms of the DDA, or (d) Developer's termination of the DDA as permitted under the DDA.

## ARTICLE 3
## RENT; TRIPLE NET LEASE; NO OFFSET

3.1 Developer hereby agrees to pay to the City the total base rent of $300,000.00 during the Term of the Lease ("**Rent**"), payable in annual installments of $30,000.00, without offset or reduction for any Partial Release (defined below). Such Rent shall be payable annually in advance, commencing on the Lease Commencement Date and on the same day of each year during the Term. Payment shall be made in good funds and shall be made to whomever the City designates in writing, from time to time.

3.2 In the event Developer fails to pay Rent when due and such failure continues beyond any notice and cure period provided in Section 13.1.3 hereof, then interest shall accrue at the rate of 18% per annum ("**Default Interest**") on the amount due and unpaid, compounded monthly, so long as said amount remains unpaid. The assessment and collection of the Default Interest is in addition to any other rights of the City, if the Developer does not faithfully perform the terms, covenants and conditions of this Lease.

3.3 It is expressly understood and agreed by and between the City and Developer that this Lease is a triple net lease, and the Rent, and all other sums payable hereunder to or on behalf of the City, shall be paid without notice or demand and without offset, counterclaim, abatement, suspension, deduction, or defense. This Lease shall yield to the City the Rent specified during the Term, and all costs and obligations of every kind and nature whatsoever relating to the Property shall be performed and paid by Developer. Developer shall perform all of its obligations under this Lease at its sole cost and expense.

## ARTICLE 4
## UTILITIES AND SERVICES

4.1 The City will provide gas and electricity to the Property pursuant to the terms of a utility agreement to be entered into by and between Developer and the City (the "**Utility Agreement**") and will invoice Developer for such gas and electric services as more specifically set forth in the Utility Agreement. Developer shall pay, when due, all charges for all other utility services used on the Property during the Term directly to the applicable utility provider, and for any other services in connection with Developer's operation of the Property. Developer may cause the installation of internet fiber in the existing utility rights-of-way located on the Property.

4.2 Developer shall be solely responsible for connection of such utilities to the Property, meter installation, tap and connection fees and all other costs and expense in connection with such utilities, as more specifically set forth in Utility Agreement.

## ARTICLE 5
## "AS IS" CONDITION OF PROPERTY

5.1 The Parties hereto intend that this Lease is made on an "as is, where is" basis with all faults. In connection therewith, the Parties hereto hereby agree as follows:

5.1.1 Developer acknowledges and agrees that the City has not made, does not make, will not make, and specifically disclaims, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express, implied, or statutory, oral or written, past, present or future, of, as to, concerning or with respect to: the nature, quality or condition of the Property or any part thereof, including, without limitation, the water, soil and geology; the economic feasibility of the Property or the income to be derived from the Property; the suitability of the Property for any and all activities and uses which Developer may conduct thereon; the nature and extent of any right-of-way, possession or title matter; the compliance of or by the Property, or the operation of any business or other enterprise thereon, with any laws, rules, ordinances or regulations of any applicable governmental authority or body; the rentability, habitability, merchantability or fitness for a particular purpose of the Property; or any other matter with respect to the Property.

5.1.2 Developer represents that it has investigated the Property prior to Lease Commencement Date, and that in leasing the Property, Developer has relied solely upon its independent examination, study, inspection and knowledge of the Property, including Developer's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by the City. Developer will make or cause to be made all inspections, investigations and analyses necessary or appropriate, in Developer's discretion, for the purpose of determining compliance or non-compliance by the Property with all building, health, environmental, zoning and land use laws, ordinances, rules and regulations, and the City makes no representation or warranty, express, implied or statutory, concerning the Property's compliance with such building, health, environmental, zoning and land use laws, ordinances, rules and regulations.

## ARTICLE 6
## TAXES

6.1 Taxes. Beginning on the Lease Commencement Date and throughout the Term, Developer shall pay, before they become delinquent, all taxes and assessments of any kind whatsoever levied, taxed or assessed against the Property, Developer, or the City during the Term related to or arising out of this Lease and the activities of the Parties hereunder, including without limitation, (i) all taxes or assessments upon the Property or any part thereof and upon any personal property, trade fixtures and improvements located on the Property, whether belonging to the City or Developer, or any tax or charge levied in lieu of such taxes and assessments; (ii) all taxes, charges, license fees and or similar fees imposed by reason of the use of the Property by Developer;

and (iii) all excise, franchise, transaction, privilege, license, sales, use and other taxes upon the Rent hereunder, the leasehold estate or the activities of Developer pursuant to this Lease.

6.2 Payment in Lieu of Taxes. In addition to the foregoing, commencing on January 1, 2026, and continuing through the Term, Developer shall pay to the City, in arrears, an annual payment in lieu of taxes for the preceding calendar year, in the following amounts for each Phase: (a) Phase 1: $37,500.00; (b) Phase 2: $10,700.00; and (c) Phase 3: $5,350.00 (collectively, the "**Annual Assessment**"). Developer shall pay to the City the total Annual Assessment due for the 2026 calendar no later than May 31, 2027, and shall pay to the City the Annual Assessment due for each calendar year thereafter no later than May 31st of each following calendar (including the calendar year following the expiration of the Term). In any calendar year in which the City conveys a Phase to Developer pursuant to the terms of the DDA, Developer shall pay to the City the prorata portion of the Annual Assessment for such Phase based on the number of days in such calendar year in which the City owned the applicable Phase. If the Santa Fe County Assessor levies a property tax for the assessed value of Developer's leasehold interest in the Property ("**County Assessment**"), the amount of the Annual Assessment then due to the City shall be reduced by the amount of the County Assessment paid by Developer to the Santa Fe County Assessor.

## ARTICLE 7
## ASSIGNMENT AND SUBLEASE

7.1 Developer shall not be permitted to Transfer (as defined in the DDA) all or any portion of Developer's rights or other interests under this Lease, without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any such attempted Transfer (except in connection with a Permitted Transfer as defined in and permitted in Article 15 of the DDA), without such consent shall be null and void. No Transfer, whether with or without consent, shall operate to release Developer or alter Developer's primary liability to perform its obligations under this Lease.

7.2 Based on the Lease Purpose (defined below), without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion, Developer will not be permitted to sublease any of Developer's rights or obligations under this Lease; provided, however, Developer may, without the prior written consent of the City, sublease space within any building on the Property following substantial completion thereof to any residential, restaurant, retail and other commercial tenants for the use and occupancy of such buildings as contemplated under the DDA.

## ARTICLE 8
## PERMITTED USES; CONSTRUCTION; MAINTENANCE; APPLICABLE RULES.

8.1 Developer is permitted to use the Property solely for the purpose of carrying out Developer's obligations under the DDA, which includes Developer's development and operation of the Property in accordance with DDA ("**Lease Purpose**").

8.2 Subject to the development rights and obligations under the DDA, Developer shall, at Developer's sole cost and expense, be responsible for maintaining the Property in good condition and repair and in compliance with all laws.

8.3 Developer shall comply with all maintenance, repair and indemnification obligations under Article 12 of the DDA.

8.4 Developer shall comply with all Applicable Rules, as such term is defined in the DDA. Developer shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, Claims (defined below) and demands, including reasonable attorney's fees, that may in any manner arise out of or be imposed because of the failure of Developer to comply with Applicable Rules.

8.5 Developer shall comply with Section 12.2 of the DDA regarding damage to Adjacent Land and Adjacent Improvements (each as defined in the DDA).

8.6 The City shall not be responsible for any maintenance, repair or replacement of any improvements located on the Property.

## ARTICLE 9
## USES PROHIBITED; ENVIRONMENTAL INDEMNITY

9.1 Developer shall not use or permit the use of the Property, or any part thereof, for any illegal purpose or purposes, nor shall Developer maintain a nuisance on the Property. The Property may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself.

9.2 Developer hereby agrees to indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City, the MRA or any department, governing body, commission, agency, official, officer, employee, agent, representative or volunteer of the City or the MRA (collectively, the "**City Parties**"), from any and all claims, encumbrances, liens, demands, suits, judgments, proceedings, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees and court costs) ("**Liabilities**") (including, but not limited to expenses, penalties and clean-up costs) arising from and against any and all Claims brought against one or more City Parties related to the Project, arising out of or in any way relating to (a) the presence, release, use, generation, transportation, discharge, storage or as a consequence of disposal by Developer or Developer's officers, directors, managers, members, affiliates, agents, employees, representatives, contractors, subcontractors, any other person or entity acting at the direction or with the consent of Developer, assignees, subtenants, or licensees (collectively, including Developer, "**Developer Parties**", and individually, a "**Developer Party**"), or the presence of any Pollutants (as defined in the DDA) in, on or about the Property occurring as a result of or in connection with Developer Parties' use or occupancy of the Property, and in the removal, remediation and disposal of any Pollutants, and (b) the violation, or alleged violation, of any Environmental Laws (as defined in the DDA) relating to the use, generation, release, discharge, storage, disposal or transportation of Pollutants on, under, in or about, to or from the Property or migrating onto or under the Property from neighboring properties or otherwise affecting the Property, to the extent caused or permitted by any Developer Parties.

9.3 No Developer Party shall (i) manufacture, treat, use, improperly store or dispose of any Pollutant (as defined below) on the Property, or (ii) permit the release of a Pollutant on or from the Property, or (iii) permit the use of materials containing Pollutants on the Property in violation of applicable Environmental Laws (as defined in the DDA).

## ARTICLE 10
## GENERAL RELEASE & INDEMNIFICATION

10.1 Developer releases City Parties from, and covenants and agrees that the City Parties shall not be liable to Developer for, any loss or damage to property or any injury to or death of any person or persons caused by Developer Parties by any cause whatsoever pertaining to the Project, the Property, the use thereof, or any other transaction contemplated by this Lease; provided that such release shall not apply to any loss or damage caused by the negligence, acts or omissions of the City Parties.

10.2 Developer shall indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City Parties from all Liabilities, arising from any all claims ("**Claims**") brought against one or more City Parties by any third-party which arise out of or in connection with the Property or any activities, acts or omissions of any of the Developer Parties; provided, however, such indemnity shall not apply to any Liabilities caused by the negligence, acts or omissions of any City Parties and shall be subject to the limitations of NMSA 1978, Section 56-7-1. Developer's indemnity obligations owing to the City Parties under this Section are not limited by applicable insurance coverage required hereunder. The City shall, after receipt of notice of the existence of a Claim for which it is entitled to indemnity hereunder, notify Developer in writing of the existence of such Claim or commencement of such action.

10.3 The provisions of this Article 10 shall survive any expiration or earlier termination of this Lease.

## ARTICLE 11
## INSURANCE

11.1 During the Term, and for such other time as specified hereinbelow, Developer shall comply with the following insurance requirements:

11.1.1 *Workers' Compensation*. During the Term, Developer shall, at its sole cost and expense, fully comply with the terms of the laws of the State of New Mexico concerning workers' compensation. Said compliance shall include maintaining in full force and effect one or more policies of insurance insuring against any liability Developer may have for workers' compensation. Said policy shall also include Employer's Liability coverage no less than $1,000,000 per accident; $1,000,000 policy limit bodily injury by disease; $1,000,000 each employee bodily injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and City Parties.

11.1.2 *General Liability Insurance*. During the Term and for a period of 10 years following Final Completion (as defined in the DDA) of the Project, Developer shall, at its sole cost and expense, obtain and keep in full force and effect commercial general liability

insurance with contractual liability coverage, which policy shall be written on an occurrence basis providing coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, for claims against bodily injury (including death), personal injury, and property damage with limits not less than $5,000,000 per occurrence, $5,000,000 in the aggregate, and Products and Completed Operations of $5,000,000 in the aggregate, and property damage and shall be endorsed with a waiver of subrogation in favor of the City Parties. Said policy shall be primary, and any insurance or self-insurance maintained by the City Parties shall not be required to contribute with it. Any excess or umbrella coverage shall not include any limitations or exclusions from the primary coverage and shall also be endorsed to name the City Parties as additional insureds. Developer's Commercial General Liability coverage shall:

(a) include the following endorsements:

(i) An Aggregate Limit Per Project endorsement;

(ii) ISO Additional Insured endorsements with coverage at least as broad as CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement, in each case naming the City Parties as additional insureds, provided that, if the blanket additional insured endorsement is used, premises and operations, as well as products-completed operations coverage must be provided to the City Parties;

(iii) A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; and

(iv) A Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement.

(b) The Commercial General Liability policy shall <u>not</u> include the following endorsements:

(i) Amendment of Contractual Liability;

(ii) Total Pollution Exclusion;

(iii) Cross Claims or Cross Suits Liability Exclusion;

(iv) X, C, U Exclusion (Explosion, Collapse, and Underground Hazard); and

(v) Subsidence of Soil or Earth Movement Exclusion.

11.1.3 *Automobile Liability Insurance*. In the event Developer utilizes automobiles as part of its operations, use, or occupancy of the Property. during the term of this Agreement, Developer shall, at its sole cost and expense, obtain and keep in full force and effect a policy of automobile liability insurance, with a combined single limit (CSL) in the amount of $2,000,000 per accident for bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of this Agreement. Said policy shall include Contractual Liability and the following coverages and endorsements: (a) a Broadened Pollution Coverage endorsement; (b) an endorsement naming the City Parties or a blanket additional insured endorsement; (c) A Waiver

of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; (d) a Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement; and (e) notice of cancellation/non-renewal to the City, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice.

11.1.4 *Course of Construction/Builder's Risk Insurance*. During all construction and/or renovation work on the Property, Developer shall, at its sole cost and expense, obtain and keep (or cause its contractors to maintain and keep) in full force and effect Course of Construction/Builder's Risk insurance covering "Special Form" (All Risks) of direct physical loss, including, but not limited to, fire, theft, water, explosion, vandalism, mechanical breakdown, electrical arcing, ordinance or law, in an amount to cover the total value of the construction Project, including all subsequent change orders, without co-insurance penalties. Such coverage shall include all items of labor and material, soft costs such as loss of income, architect and engineering fees, building permits and any other non-recurring costs as may be appropriate for Developer or its Contractor. Said insurance policy shall: (a) include Developer, its contractors and subcontractors, and the City as insureds; (b) be maintained until the completion of the applicable construction; and (c) provide coverage from the time any covered property becomes the responsibility of Developer, and continue without interruption during construction, renovation, or installation.

11.1.5 *Contractors Pollution Liability Insurance*. A contractor's pollution liability policy with limits of at least $2,000,000 per claim and an aggregate limit of $2,000,000 with a deductible not to exceed $25,000. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs, arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by Developer or its contractors under this Agreement, including the transportation of hazardous wastes, hazardous materials, or contaminants. Developer warrants that any retroactive date applicable to the coverage under the policy is the same as or precedes the Lease Commencement Date and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three years beginning from the time any construction performed under this Agreement is completed or if coverage is cancelled for any reason the extended discovery period will be exercised for the maximum time allowed by the policy. The Pollution Liability coverage shall include the following endorsements:

(a) ISO Additional Insured endorsements with coverage at least as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) naming the City Parties or a blanket additional insured endorsement applicable "when required by written contract or agreement", provided that, if the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the City Parties;

(b) A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; and

(c) A Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement.

11.1.6 *Professional Liability*. If Developer provides project management, design-build, engineer, architect or other types of professional services to the City, Developer shall obtain and maintain Professional Liability coverage with limits not less than $5,000,000 per claim and $5,000,000 aggregate limit. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Developer in this Agreement, and shall include (a) a retroactive date no later than the Lease Commencement Date; and (b) an extended reporting period of not less than five years after the termination of this contract.

11.1.7 *Property Insurance*. Developer shall maintain "Special Form" (All-Risks) property insurance upon property of every description owned by Developer and located on the Premises, or for which Developer is legally liable, including without limitation, furnishings, fixtures, and equipment. Such insurance shall be in an amount equal to one hundred percent (100%) of the full insurable replacement value of the property. The City shall be included as loss payee.

11.1.8 *Subcontractor Insurance*. Developer shall ensure that all contractors and subcontractors are licensed in the State of New Mexico and as otherwise required by the Applicable Rules. Developer shall cause all subcontractors performing work at the Property to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability and Automobile Insurance in a form and with limits deemed appropriate by Developer for work performed in connection with this Agreement. Developer acknowledges that Developer is solely responsible for obtaining, prior to the commencement of any work at the Property by such Persons and maintaining from time to time thereafter current certificates of insurance and applicable endorsements from its contractors/subcontractors, and this information shall be promptly made available to the City upon request. Developer shall require all subcontractors to obtain the following endorsements:

(a) ISO Additional Insured endorsements with coverage at least as broad as ISO forms CG 20 10 and CG 20 37 naming Developer and the City Parties as additional insureds or a blanket additional insured endorsement applicable "when required by written contract or agreement", provided that, if the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for Developer and the City Parties;

(b) A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; and

(c) A Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement.

11.1.9 *Provisions Applicable to All Insurance Requirements*. Prior to the Construction Commencement (as defined in the DDA) at the Property or any portion thereof and annually thereafter, Developer shall furnish or cause to be furnished to the City certificates of insurance and all applicable endorsements evidencing the foregoing insurance coverages and limits. If any coverage is maintained on a claims-made basis, the following shall apply:

(a) The retroactive date must be shown and must be before the date of this Agreement or the beginning of any work or services under this Agreement;

(b) Except as otherwise set forth herein, coverage must be maintained and evidence of coverage must be provided for at least five years after termination of this Agreement;

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Lease Commencement Date, Developer must purchase an extended reporting period for a minimum of five years after termination of this Agreement; and

(d) All insurance policies shall be written by an insurer with an A.M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the state of New Mexico; and

(e) Developer shall cause its insurer to deliver written notice to the City no later than 30-days prior to any cancellation or nonrenewal, and shall deliver to the City a copy of any notice of cancellation or nonrenewal within five days of Developer's receipt of such notice from its insurer.

## ARTICLE 12
## CONDEMNATION; CASUALTY

12.1 Condemnation.

12.1.1 Should the entire Property be taken (which term, as used in this Section, shall include any conveyance in avoidance or settlement of eminent domain, condemnation or other similar proceedings) by any governmental authority, corporation or other entity, excluding the City, under the right of eminent domain, condemnation or similar right, then this Lease shall terminate as of the date of taking possession by the condemning authority, and the award therefor will be distributed to the City and the Developer pro rata to their actual losses. After the distribution of the condemnation award as herein provided, this Lease shall terminate, and the parties shall have no further rights, duties or obligations under this Lease.

12.1.2 Should any portion of any Phase be taken by any governmental authority, corporation or other entity under the right of eminent domain, condemnation or similar right, such that (a) the untaken portion of such Phase is, in either Party's reasonable discretion, insufficient for the economic or feasible operation thereof by Developer; or (b) any access is taken that materially prohibits use of such Phase, unless reasonable alternate access is provided by the City, then Developer may either terminate this Lease and DDA with respect to the affected Phase as of the date of taking possession by the condemning authority in the same manner as provided in Section 12.1.1 for the entire Property and the award therefor shall be distributed as provided in Section 12.1.1, or Developer may continue to pursue its obligations under this Lease and the DDA with respect to the affected Phase. Should any other partial taking of the Property occur, then this Lease nevertheless shall continue in effect as to the Property, or the remainder thereof, as the case may be. In the event of a partial taking where this Lease is not terminated, the Rent payable during the remainder of the Term after taking of possession by the condemning authority shall be reduced on a just and proportionate basis having due regard to the relative value and square footage of the portion of the Property thus taken as compared to the remainder thereof and taking into

consideration the extent, if any, to which Developer's use of the remainder of the Property shall have been impaired or interfered with by reason of such partial taking.

12.2 Casualty. Developer covenants and agrees that in the event of damage to the Property or destruction of the whole or any part thereof, by any cause whatsoever, Developer shall proceed immediately and diligently to restore the Property to the same or equivalent condition or status as on the Lease Commencement Date.

## ARTICLE 13
## EVENT OF DEFAULT

13.1 The following constitute an "**Event of Default**" under this Lease:

13.1.1 an Event of Default (as such term is defined in the DDA) occurs under the DDA; or

13.1.2 Developer fails to pay in full when due any installment of Rent or other amount due hereunder within 30 days after such due date; or

13.1.3 Developer breaches or fails perform or observe any other requirement of this Lease not otherwise specifically referred to in this Article 13, and such failure continues for 30 days after written notice thereof from the City to Developer, provided, however, that such breach or failure will not constitute an Event of Default if such breach or failure cannot reasonably be cured within said 30-day period so long as (i) Developer, within said 30-day period, initiates and diligently and continuously pursues appropriate measures to remedy the breach or failure, and (ii) such breach or failure is cured within 90 days after Developer's receipt of the notice from the City with respect thereto.

13.2 Remedies. Upon the occurrence of an Event of Default, the City may take any of the following actions, and without limiting the City in the exercise of any other right and/or remedy which the City may have by reason of such Event of Default under this Lease:

13.2.1 If such Event of Default results in a Termination Event (as defined in the DDA), the City may terminate this Lease (in whole or in part) by giving Developer written notice thereof, effective at such time as may be specified by notice to Developer. The City may through any permitted legal process reenter and take possession of the Property and the improvements thereon without prejudice to any remedies for arrears of Rent or existing breaches hereof. In the event of such termination, Developer shall be liable to the City for damages immediately payable in an amount equal to the actual damages incurred by the City, including all expenses incurred by the City in enforcing its rights hereunder.

13.2.2 The City may through any permitted legal process reenter and take possession of the Property and the Buildings and without prejudice to any remedies for arrears of Rent or existing breaches hereof, lease, manage and operate the Property and collect the rents, issues and profits therefrom all for the account of Developer, and credit to the satisfaction of Developer's obligations hereunder the net rental thus received (after deducting therefrom all

reasonable costs and expenses of repossessing, leasing, managing and operating the Property, including, but not limited to brokerage commissions and any costs associated with advertising, remodeling, alterations or repair of the Property). If the net rental so received by the City exceeds the amounts necessary to satisfy all of Developer's obligations under this Lease, nevertheless the City shall retain such excess. The City shall use commercially reasonable efforts to mitigate its damages.

13.2.3 The City may bring an action against Developer for actual damages incurred by the City or any equitable relief available to the City and to the extent not prohibited by applicable law, to seize all personal property or fixtures upon the Property which Developer owns or in which it has an interest, in which the City shall have a landlord's lien and/or security interest, and to dispose thereof in accordance with the laws prevailing at the time and place of such seizure or to remove all or any portion of such property and cause the same to be stored in a public warehouse or elsewhere at Developer's sole expense, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action.

13.2.4 If, after the City exercises its remedies in Section 13.2.1 or Section 13.2.2, Developer remains in possession of the Property or any portion thereof without express written approval of the City for such holdover possession, such possession may, at the sole option of the City, continue as a month-to-month tenancy, during which period Developer shall pay the City Holdover Rent on a monthly basis in advance on the first day of each calendar month thereafter, and all other terms and conditions of this Lease shall otherwise apply. "**Holdover Rent**" shall mean the then current market rent, as of the commencement of the holdover possession, for similar properties located in Santa Fe County, NM, as determined by the City in its sole discretion. The City may terminate such holdover possession in accordance with applicable law.

## ARTICLE 14
## SURRENDER

With respect to any portion of the Property remaining under this Lease upon the expiration or earlier termination of this Lease, Developer shall peaceably and quietly leave, surrender and deliver such Property to the City, together with all alterations, changes, additions and improvements located thereon, all of the foregoing to be surrendered in good and sufficient repair, order and condition, reasonable use, wear and tear excepted, and free of liens and occupants. Notwithstanding the foregoing, on or prior to the expiration or earlier termination of this Lease, Developer shall have the right to remove any and all personal property of Developer. Developer shall pay for the cost to repair or remedy any damage caused by Developer's removal of any such personal property, providing that no item may be removed if its removal would impair the structural integrity of any Building or any part thereof. All personal property not so removed shall be deemed abandoned and may either be retained by the City as its property or disposed of, without accountability, in such manner as the City may see fit.

## ARTICLE 15
## DEVELOPER FINANCING

15.1 Leasehold Mortgages. Throughout the Term, Developer may from time to time and without the City's consent, execute and deliver a mortgage, deed of trust, security agreement

or other hypothecating instrument (a "**Leasehold Mortgage**") encumbering Developer's leasehold interest in the Property (the "**Leasehold Estate**") for the benefit of a leasehold lender providing financing for Developer's obligations under the DDA (a "**Leasehold Mortgagee**"); provided, however, (a) no Leasehold Mortgage may constitute a lien on the fee title of the City, (b) the City shall not be required to encumber or subordinate, and nothing in this Lease will be construed as the City agreeing to encumber or subordinate, the City's right, title or interest in and to the fee interest to the Property, this Lease, the DDA, or the City's ROFR in the Property under the DDA, and (c) the City shall not be required to undertake any personal liability for the obligations of Developer secured or to be secured by any Leasehold Mortgage. Any Leasehold Mortgage and all rights acquired thereunder shall be subject all covenants, conditions and restrictions set forth in this Lease, including all obligations to comply with the terms and conditions of the DDA, and to all rights and interests of the City. Within 30 days after the recordation of a Leasehold Mortgage, Developer shall furnish to the City a complete copy of such recorded Leasehold Mortgage. In the event of a default by Developer under a Leasehold Mortgage, the City consents to the exercise by the Leasehold Mortgagee of any of its rights and remedies permitted under such Leasehold Mortgage, provided that such Leasehold Mortgagee delivers written notice to the City of such default prior to the exercise of any such remedies, and upon a Mortgagee Transfer Event (defined below), Leasehold Mortgagee (or its nominee or designee approved by the City ("**Approved Designee**")) shall assume all of Developer obligations under the DDA. A "**Mortgagee Transfer Event**" means that the Leasehold Mortgagee (or its Approved Designee) obtained possession of the Property through one of the following by Leasehold Mortgagee: (x) foreclosure or exercise of other remedies under the Leasehold Mortgage, (y) assumption of this Lease, or (z) a Replacement Lease (defined below). In no event shall a Leasehold Mortgage's exercise of remedies under a Leasehold Mortgage affect the City's rights or Developer's obligations under this Lease.

15.2 Leasehold Mortgagee's Rights to Cure a Lease Default. Prior to terminating this Lease or exercising any other right or remedy due to an Event of Default, the City will give written notice to the Leasehold Mortgagee, provided that the Leasehold Mortgage previously notified the City of its name, its address for notices and the fact that it is a Leasehold Mortgagee of a Leasehold Mortgage and includes with such notice a copy of the Leasehold Mortgage by virtue of which it became a Leasehold Mortgagee (a "**Notice Mortgagee**"), of any such Event of Default and shall afford the Notice Mortgagee a period of 30 days after notice is given in which to cure such Event of Default; provided, however, that (a) if such Event of Default is not a failure to pay Rent and is susceptible of cure by the Notice Mortgagee but cannot reasonably be cured within such 30-day period, then so long as the Notice Mortgagee commences a cure within such 30-day period (and notifies the City that it has done so), its cure period will be extended for as long as reasonably necessary for it to diligently pursue the cure to completion, but in no event longer than 90 days; and (b) if such Event of Default is not a failure to pay Rent and is susceptible of cure by the Notice Mortgagee but cannot reasonably be cured until the Notice Mortgagee obtains possession of the Property, then so long as the Notice Mortgagee commences to foreclose or otherwise enforce its Leasehold Mortgage (or assumes this Lease in lieu thereof) and thereafter diligently pursues such foreclosure, remedy or assumption to completion (and notifies the City that it has done so), Notice Mortgagee's 30-day cure period will be extended for as long as reasonably necessary for it to obtain possession of the Property and then promptly commence and thereafter diligently pursue the cure to completion, but in no event longer than 90 days after Notice Mortgagee obtains possession.

15.3 Notice Mortgagee's Right to Attorn. If, by virtue of an Event of Default, the City reenters and repossesses the Property without terminating this Lease or terminates this Lease, the City will give notice thereof to the Notice Mortgagee within 10 days prior to such reentry and repossession or termination, as the case may be. If the Notice Mortgagee notifies the City within 30 days after the City gives such notice that the Notice Mortgagee would like to attorn to the City and either assume Developer's obligations under this Lease (in the case of a reentry and repossession without termination of this Lease) or enter into a new lease with the City for the Property pursuant to the terms hereof (a "**Replacement Lease**") (in the case of a termination of this Lease), and provided that the Notice Mortgagee (a) pays the City all Rent, penalties and Default Interest due the City under this Lease at the date of reentry and repossession or termination and which thereafter becomes due or would have become due if this Lease had not been terminated up to and including the date the Notice Mortgagee's attornment to the City becomes effective, together with all of the City's expenses incident to the reentry and repossession or termination; and (b) covenants to promptly thereafter cure any Event of Default existing at the time of such reentry and repossession or termination that is not a failure to pay Rent and is susceptible of cure by the Notice Mortgagee pursuant to Section 15.2(b), then (i) the City will accept such attornment and either deliver possession of the Property to the Notice Mortgagee (or its Approved Designee) if the City has reentered and repossessed the same without terminating this Lease, whereupon the Notice Mortgagee (or its Approved Designee) will assume in writing all obligations of Developer arising under this Lease and the DDA from and after the date possession is so delivered and this Lease will continue in full force and effect as a direct obligation between the City and the Notice Mortgagee (or its Approved Designee), or (ii) the City will execute and deliver one Replacement Lease for the Property to the Notice Mortgagee (or its Approved Designee) for the balance of what would have been the Term had this Lease not been so terminated and otherwise upon all of the same terms and conditions set forth in this Lease. The lessee under the Replacement Lease will have the same leasehold interest in the Property as Developer had under this Lease.

15.4 Notice Mortgagee Limitation on Liability. Except for Developer's obligations under the DDA assumed by the Leasehold Mortgagee as required by this Lease, a Notice Mortgagee shall not have any other obligations under this Lease arising prior to the earlier of the date that the Notice Mortgagee assumes the obligations of Developer under this Lease or obtains absolute title to the Leasehold Estate. Any such Notice Mortgagee shall be liable to perform obligations under this Lease only for and during the period of time that such Notice Mortgagee directly holds such absolute title to the Leasehold Estate, except for any outstanding obligations of Developer's to be performed under the DDA. Further, in the event that a Notice Mortgagee elects to (a) perform Developer's obligations under this Lease, (b) continue operations on the Property, (c) acquire Developer's Leasehold Estate, or (d) enter into a Replacement Lease, then such Notice Mortgagee shall not have any personal liability to the City in connection therewith, and the City's sole recourse in the event of default by such Notice Mortgagee shall be to execute against such Notice Mortgagee's interest in the Leasehold Estate. Moreover, any Notice Mortgagee who acquires Developer's interest in the Leasehold Estate pursuant a Mortgagee Transfer Event shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Notice Mortgagee no longer has ownership of the Leasehold Estate created thereby.

15.5 Prohibition Against Mutual Rescission. Except for a Partial Release (defined below), no mutual termination, cancellation or rescission of this Lease by the City and Developer will be effective unless and until the same is approved in writing by the Notice Mortgagee.

15.6 Bankruptcy. If this Lease is rejected in connection with a bankruptcy proceeding by Developer or a trustee in bankruptcy for Developer, such rejection, to the extent permitted under the Bankruptcy Code, shall be deemed an assignment by Developer to the Notice Mortgagee of the Leasehold Estate and all of Developer's interest under this Lease, and this Lease shall not terminate, and the Notice Mortgagee shall have all the rights of the Developer under this Lease as if such bankruptcy proceeding had not occurred, unless such Notice Mortgagee rejects such deemed assignment by notice in writing to the City within 30 days following rejection of this Lease by Developer or Developer's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Developer or the trustee in connection with any such proceedings, the rights of one Notice Mortgagee to a Replacement Lease from the City pursuant to Section 15.2 hereof shall not be affected thereby.

## ARTICLE 16
## LEASE SUBORDINATE

16.1 This Lease and all of Developer's rights hereunder shall be subordinate to the lien and terms of any mortgage, deed of trust and related documents now or hereafter placed upon the Property by any lender of the City (if any, a "**City Mortgagee**") (including all advances made thereunder), and to all amendments, renewals, replacements, or restatements thereof (collectively, "**Mortgage**") unless any City Mortgagee elects to have this Lease superior to the lien and terms of its Mortgage pursuant to Section 16.2 below. Developer agrees that no documentation other than this Lease is required to evidence such subordination.

16.2 If any City Mortgagee elects to have this Lease superior to the lien of its Mortgage and gives notice to Developer, this Lease will be deemed prior to such Mortgage whether this Lease is dated prior or subsequent to the date of such Mortgage or the date of recording thereof.

16.3 In confirmation of subordination or superior position, as the case may be, Developer will execute such documents as may be required by any City Mortgagee and if it fails to do so within 10 days after demand, Developer hereby irrevocably appoints the City as Developer's attorney-in-fact and in Developer's name, place, and stead, to do so.

16.4 Following Developer's request therefor, the City shall use commercially reasonable efforts to obtain from any future City Mortgagee, a subordination, non-disturbance and attornment agreement on such City Mortgagee's form.

16.5 Developer hereby attorns to all successor owners of the Property, whether such ownership is acquired by sale, foreclosure of a Mortgage, or otherwise.

## ARTICLE 17
## PARTIAL RELEASE

17.1 During the Term, Developer will redevelop the Property in three phases (each, a "**Phase**" and, collectively, the "**Phase**s"), as depicted in the Property delineation map set forth on Exhibit B attached hereto. The real property and improvements, collectively, comprising the first, second and third Phases of the Property are referred to herein as "**Phase 1**", "**Phase 2**" and "**Phase 3**," respectively.

17.2 It is the intention of the Parties that the City shall convey the Phase 1, Phase 2, and Phase 3 portions of the Property in accordance with the DDA as the Developer completes the Phase 1 Closing Conditions, the Phase 2 Closing Conditions, and the Phase 3 Closing Conditions, as those are defined in the DDA, as applicable. pursuant to the terms of Article 10 of the DDA. As each Phase is conveyed to Developer, the Legal Description shall be automatically amended to remove the legal description of the applicable Phase to reflect the conveyance of such Phase to Developer (each, a "**Partial Release**").

## ARTICLE 18
## MISCELLANEOUS

18.1 Commissions. Developer hereby represents and warrants that it has not entered into contracts with any brokers or finders nor has Developer obligated itself to pay any real estate commissions or finder's fees on account of the execution of this Lease. The City hereby represents and warrants that it has not entered into contracts with any brokers or finders nor has the City obligated itself to pay any real estate commissions or finder's fees on account of the execution of this Lease. Based on such representations and warranties, the City and Developer hereby agree to indemnify and hold the other harmless from and against all claims, damages, expenses, liabilities, liens or judgments (including costs, expenses and attorneys' fees in defending the same) which arise on account of any claim that real estate commissions or finders' fees are payable and have not been discharged in their entirety.

18.2 Quiet Enjoyment. Except during the existence of an Event of Default and subject to the provisions of this Lease and the DDA, the City shall not disturb Developer's quiet possession of the Property for the entire Term. Developer acknowledges that the City's performance of its obligations under Article 8 of the DDA may restrict or temporarily prevent Developer's use of and/or access to the Property or otherwise inconvenience Developer. Developer agrees that no such events shall constitute a constrictive eviction of Developer or give rise to any remedies or right of Developer against the City; provided, however, if the City's performance of its obligations under Article 8 of the DDA substantially deprives Developer of its beneficial use and access to all of the Property for more than 30 consecutive days after written notice from Developer to the City, Rent shall abate commencing at the end of said 30 day period until the cessation of the activity causing the deprivation, unless the City has commenced to cure such cause or remediate such deprivation with reasonable diligence within such 30-day period. Further, the City shall under no circumstances be held responsible for any restriction or disruption of the use of or access to the Property from public streets caused by construction work or other actions taken by Developer or any Developer Parties, any other tenant or any third-party, or their contractors, employees, agents, visitors, or invitees, or any other cause not within the City's control, and any such circumstances shall not constitute a constructive eviction of Developer nor give rise to any remedies or right of Developer against the City.

18.3 Compliance with Laws. Through the Lease Term, Developer shall comply, and cause Developer Parties to comply, with all Applicable Rules then in effect, including the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101, et seq., as amended, the "**ADA**"). Developer agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of Developer or Developer Parties in violation of the ADA.

18.4 Discrimination Prohibited. Developer shall comply, and cause the Developer Parties to comply, with Applicable Rules relating to discrimination against or segregation of any Person or group of Person, and will not on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, marital status, source of income, physical or mental disability, medical condition, or citizenship status, discriminate or permit discrimination against any Person or group of Persons in any manner prohibited by Title 49 CFR Parts 21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the New Mexico Human Rights Act, and SFCC 1987 Section 2.02. Without limiting the generality of the foregoing, Developer will not discriminate against any employee or applicant for employment or tenancy because of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, physical or mental disability, medical condition, or citizenship status. Such covered actions include, without limitation: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Developer agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

18.5 Recordation. Promptly after the later of the Lease Commencement Date and the recordation of the Plat, the City shall record an executed original of this Lease in the real property records of the Clerk's Office of Santa Fe County, New Mexico (the "**Official Records**"). All amendments, transfers, and assignments hereto must be in writing signed by the appropriate officers of the City and Developer in a form suitable for recordation in the Official Records.

18.6 Run with the Land. This Lease, including all covenants, agreements, rights, restrictions and obligations contained herein, shall run with the Property until expiration of the Lease. Except as provided herein, all covenants, agreements, rights, restrictions and obligations contained herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, and all persons claiming under them. In the event this Lease is terminated by the City with respect to all or any portion of the Property, this Lease may be released of record, in whole or in part, upon execution and recording by the City of a notice of termination or other instrument evidencing such termination.

18.7 Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered either personally with a receipt requested therefor, or by overnight courier, or by certified mail, return receipt requested, postage prepaid, in any case addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one Business Day after depositing with such an overnight courier service, (c) three Business Days after deposit in the mail if mailed, or (d) upon successful electronic mail transmission evidenced by an electronic "read receipt" and provided that such

notice is also delivered by the means described in clauses (a) or (b) within two Business Days after such electronic mail notice. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. "**Business Day**" means Monday through Friday and specifically excludes any federal, state, and City holidays and any additional days on which City offices are closed (other than essential services). All notices to the City or Developer shall be sent to the persons and addresses set forth below. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

| | |
|---|---|
| If to the City: | City of Santa Fe<br>Attn: City Manager<br>P.O. Box 909<br>Santa Fe, NM 87504 |
| with a copy to: | Midtown Redevelopment Agency<br>Attention: MRA Director<br>200 Lincoln Avenue<br>Santa Fe, NM 87505 |
| If to Developer: | Aspect QOZB, LLC<br>Attention: Phillip Gesue<br>1954 Siringo Road<br>Santa Fe, NM 87501 |
| with a copy to: | Long, Komer & Associates, P.A.<br>Attention: Nancy R. Long<br>P.O. Box 5098<br>1800 Old Pecos Trail, Suite A<br>Santa Fe, NM 87505 |

18.8 Relationship Between Parties. Notwithstanding any language in this Lease or any representation or warranty to the contrary, the relationship between the City and Developer shall be as landlord and tenant, respectively, and neither the City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.

18.9 No Third-Party Rights. This Lease is for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and no third party other than a permitted assignee of the City or Developer is contemplated to or shall have any rights hereunder.

18.10 Counterparts. This Lease may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all Parties thereto as if all Parties signed the same document. If so executed, each such counterpart of this Lease is to be deemed an original for all purposes and all such counterparts will collectively constitute one Lease, but in making proof of this Lease, it will not be necessary to produce or account for more than one such counterpart.

18.11 Time of Essence. Time is expressly made of the essence with respect to the performance by Developer of every obligation and condition of this Lease.

18.12 Computation of Time. All references herein to "days" mean calendar days. All references herein to "months" mean the period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that, solely with respect to the last month of any period (a) if the numerically corresponding day is not a Business Day, that period will be deemed to end on the next Business Day, (b) if there is no numerically corresponding day in the next calendar month, then that period shall end on the first Business Day after the last day of that month. In computing any period of time under this Lease in which days define the period, (i) the date of the act or event from which the designated period of time begins to run shall not be included, and (ii) the last day of the period so computed shall be included unless it is a day other than a Business Day, in which event the day for performance thereof shall be extended to the next Business Day. If any act is to be done by or within a period of time, the last day of said period of time shall be deemed to end at 5:00 p.m. MT.

18.13 Force Majeure. Neither the City nor Developer shall be deemed to be in default hereunder if either Party is prevented from performing any of the obligations, other than monetary obligations hereunder, by reason of a Force Majeure Event, as such term is defined in the DDA. An extension of time for any Force Majeure Event shall commence to run from the time of the commencement of the Force Majeure Event if notice by the Party claiming such extension is sent to the other Party within 30 days of the commencement of the cause. If such notice is delivered after such 30-day period, the extension period shall commence to run from the date of such notice. After the termination of any such Force Majeure Event, the obligation to perform shall recommence with a day-for-day delay extension to any deadlines.

18.14 Severability. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to Applicable Rules so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Lease shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Developer in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

18.15 Interpretation. Whenever the words "include," "includes" or "including" are used in this Lease they shall be deemed to be followed by the words "without limitation." The words "hereof", "herein" and "hereunder" and words of similar import when used in this Lease shall refer to this Lease as a whole and not to any particular provision of this Lease. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

18.16 Sections. References to section numbers are to sections in this Lease, unless otherwise expressly stated.Gender, Singular/Plural. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.Headings and Captions. Headings and

captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

18.19 Further Assurances. Developer and the City covenant that they shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such instrument, supplemental hereto and further acts, instruments and transfers as may be required hereunder. All such ancillary agreements shall be in accordance with and not contradictory to the terms and conditions set forth in this Lease.

18.20 Waiver. No provisions of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing, signed by the Party making the waiver and addressed to the other Party, nor shall any custom or practice which may evolve between the Parties in the administration of the terms of this Agreement be construed to waiver or lessen the right of either Party to insist upon the performance of the other Party in strict accordance with the terms of this Agreement. Further, the waiver by any Party of a breach by the other Party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof. No acceptance by the City of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment.

18.21 Modifications; City Approval. Any amendment, alteration, change or modification of or to this Lease, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party and, if applicable, approved by the Governing Body and in accordance with any applicable City signature policy. The MRA Director shall record amendments, alterations, changes, and modifications to this Lease in the Official Records, though a failure to so record shall not impair the effectiveness of such as between the Parties. The MRA Director may extend the time for the performance of any term or satisfaction of any condition hereunder for up to 180 days by the execution of a letter countersigned by Developer.

18.22 Legal Advice. Each Party represents to the other that it has carefully read this Lease; and in signing this Lease, it does so with full knowledge of any right which it may have; it has received independent legal advice from its legal counsel as to the matter set forth in this Lease; and it has freely signed this Lease without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its agents, employees, or attorneys, except as specifically set forth in this Lease, and without duress or coercion, whether economic or otherwise. This Lease shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both the City and Developer have contributed substantially and materially to the preparation of this Lease.

18.23 Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Lease.

18.24 New Mexico Tort Claims Act. The City's liability in connection with the Lease is limited by the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees", as defined in the New Mexico

Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

18.25 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico.

18.26 Legal Proceedings; Attorneys' Fees and Costs. The Parties agree that the exclusive venue for any claims, disputes, disagreements, controversies, lawsuits, or causes of action by or between Developer and the City arising out of or relating to this Lease, the Project, the Property, or the construction activities permitted under the DDA (collectively, "**Disputes**"), shall be the First Judicial District Court located in Santa Fe, New Mexico. Any and all Disputes shall be tried as a bench trial and not as a jury trial. In the event it becomes necessary for the City to enforce any of the terms and provisions of this Lease, whether or not suit be instituted, Developer shall pay all costs and expenses incurred by the City in connection with the City's enforcement of this Lease, including, but not limited to, reasonable attorneys' fees, unless as a part of such action a court determines that the claims made by City in such action were frivolous and not made in good faith.Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO A DISPUTE.EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY DISPUTE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (C) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.27.

18.28 Approval Required. This Lease shall not become effective or binding until approved by the highest approval authority required by the City under this Lease. No Pecuniary Liability of City. No provision of this Lease shall constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitations of the State of New Mexico, nor constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.Officials, Agents and Employees Not Personally Liable. No official, agent, or employee of the City nor member of the Governing Body shall be personally liable to any person by virtue of any provision of this Lease.No Collusion. Developer represents that this Lease is entered into by Developer without collusion on the part of the Developer with any person or firm, without fraud and in good faith. The Developer also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Lease, will be offered or given

by Developer or any agent or representative of Developer to any officer or employee of the City with a view towards securing this Lease or for securing more favorable treatment with respect to making any determinations with respect to performing this Lease.Public Records. The Parties acknowledge that the City is a government entity and subject to the IPRA. Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Developer or any third-party contractor for any disclosure of confidential information pursuant to the IPRA or pursuant to the City's public records act laws, rules, regulations, instructions or other legal requirement.

18.33 Governmental Right and Powers. Nothing in this Lease will be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the City in the Property or waiving or limiting the City's control over the management, operations or maintenance of the Property, except as specifically provided in this Lease, or impairing exercising or defining governmental rights and the police powers of the City.

18.34 Survival. All obligations, covenants and agreements contained herein which are intended to be performed in whole or in part after the completion of construction of the Project or termination of this Lease shall survive the completion of construction of the Project or termination of this Lease and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

[*Remainder of this page intentionally left blank*]
[*Signatures and acknowledgements appear on the following pages*]

IN WITNESS WHEREOF, this Lease has been executed and delivered by the City and Developer as of the date shown below.

Date of City of Santa Fe Governing Body
Approval: _____ ___, 20__

**CITY:**

CITY OF SANTA FE,
a municipal corporation and political subdivision of the State of New Mexico

By: _____

Mayor

**APPROVED AS TO FORM:**

By: _____
Assistant City Attorney

**ATTEST:**

By: _____
City Clerk

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on _____, 20__ by _____, as _____ of City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico.

(Seal, if any)

_____
(Signature of Notarial Officer)

[*Signatures and acknowledgements continue on the following page*]

**DEVELOPER:**
ASPECT QOZB, LLC,
a Delaware limited liability company

By: _____
Name: Phillip Gesue
Title: Managing Member

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on 10/24/, 2024 by Phillip Gesue as Managing Member of Aspect QOZB, LLC, a Delaware limited liability company.

(Seal, if any)

_____
(Signature of Notarial Officer)

STATE OF NEW MEXICO
NOTARY PUBLIC
KANDRA LYNN PAYNE
COMMISSION # 1139277
COMMISSION EXPIRES 12/02/2026

[DEVELOPER SIGNATURE PAGE AND ACKNOWLEDGMENT]

**EXHIBIT A**

Depiction of the Midtown Site

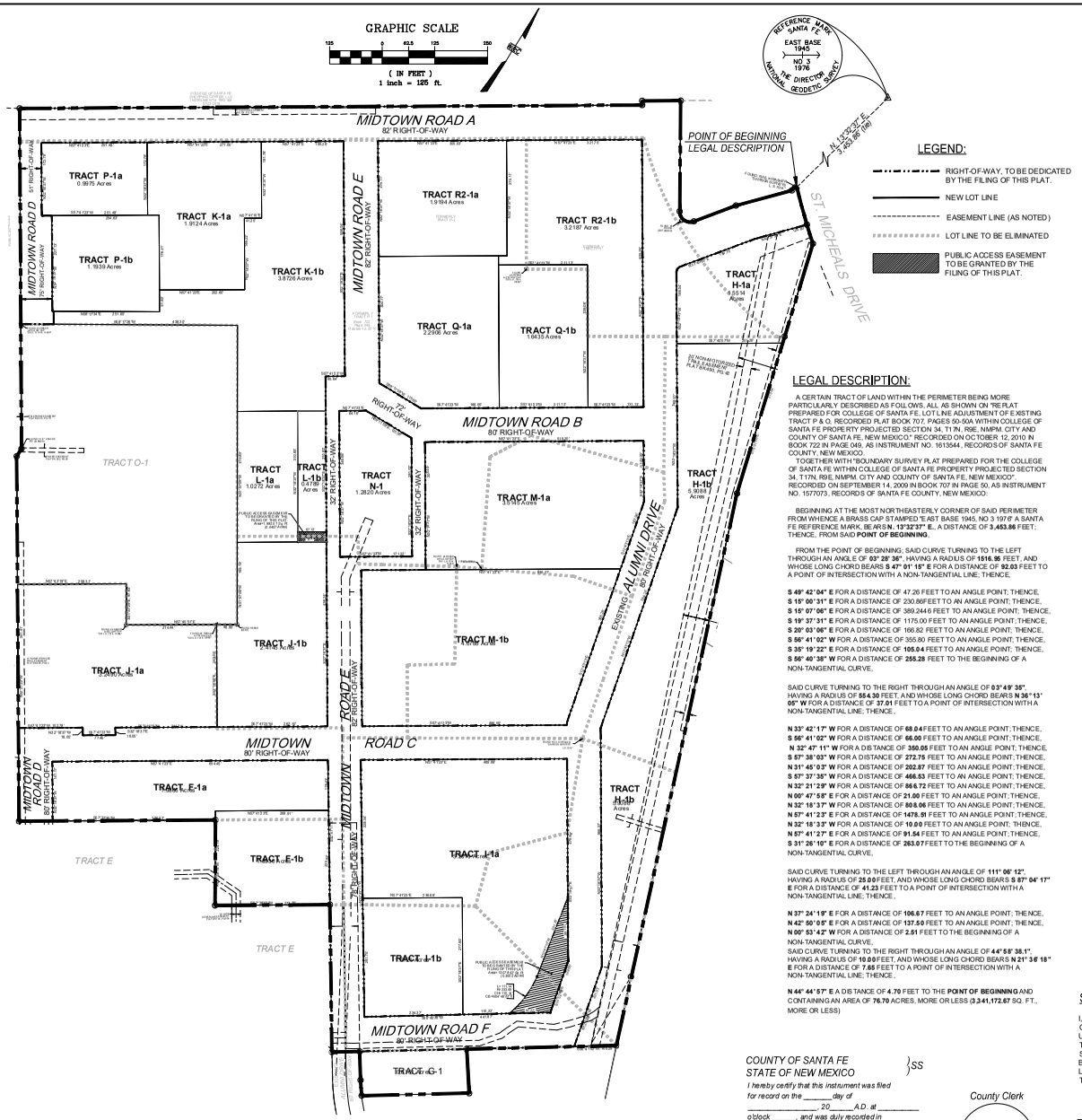
[see attached]

# Lot Line Adjustment to Create Right-of-Way

for PLAT OF EXISTING
College of Santa Fe
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024




VICINITY MAP
N.T.S.




## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK, filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

## LEGEND:

- RIGHT-OF-WAY, TO BE DEDICATED BY THE FILING OF THIS PLAT.
- NEW LOT LINE
- EASEMENT LINE (AS NOTED)
- LOT LINE TO BE ELIMINATED
- PUBLIC ACCESS EASEMENT TO BE GRANTED BY THE FILING OF THIS PLAT.

## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "REPLAT PREPARED FOR COLLEGE OF SANTA FE, LOT LINE ADJUSTMENT OF EXISTING TRACT P & O, RECORDED PLAT BOOK 707, PAGES 50-50A WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T1 7N., R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO." RECORDED ON OCTOBER 12, 2010 IN BOOK 722 IN PAGE 049, AS INSTRUMENT NO. 1613544., RECORDS OF SANTA FE COUNTY, NEW MEXICO.

TOGETHER WITH "BOUNDARY SURVEY PLAT PREPARED FOR THE COLLEGE OF SANTA FE WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO". RECORDED ON SEPTEMBER 14, 2009 IN BOOK 707 IN PAGE 50, AS INSTRUMENT NO. 1577073., RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 13°32'37" E.**, A DISTANCE OF **3,483.86** FEET; THENCE, FROM SAID **POINT OF BEGINNING**,

FROM THE POINT OF BEGINNING; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF **03° 28' 36"**, HAVING A RADIUS OF **1516.95** FEET, AND WHOSE LONG CHORD BEARS **S 47° 01' 15" E** FOR A DISTANCE OF **92.03** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE,

**S 49° 42' 04" E** FOR A DISTANCE OF 47.26 FEET TO AN ANGLE POINT; THENCE,
**S 15° 00' 31" E** FOR A DISTANCE OF 230.86FEET TO AN ANGLE POINT; THENCE,
**S 15° 07' 06" E** FOR A DISTANCE OF 389.24 6 FEET TO AN ANGLE POINT; THENCE,
**S 19° 37' 31" E** FOR A DISTANCE OF 1175.00 FEET TO AN ANGLE POINT; THENCE,
**S 20° 03' 06" E** FOR A DISTANCE OF 166.82 FEET TO AN ANGLE POINT; THENCE,
**S 56° 41' 02" W** FOR A DISTANCE OF 355.80 FEET TO AN ANGLE POINT; THENCE,
**S 35° 19' 22" E** FOR A DISTANCE OF **105.04** FEET TO AN ANGLE POINT; THENCE,
**S 56° 40' 38" W** FOR A DISTANCE OF **255.28** FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF **03° 49' 35"**, HAVING A RADIUS OF **554.30** FEET, AND WHOSE LONG CHORD BEARS **N 36° 13' 05" W** FOR A DISTANCE OF **37.01** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE,

**N 33° 42' 17" W** FOR A DISTANCE OF **68.04** FEET TO AN ANGLE POINT; THENCE,
**S 56° 41' 02" W** FOR A DISTANCE OF **66.00** FEET TO AN ANGLE POINT; THENCE,
**N 32° 47' 11" W** FOR A DISTANCE OF **350.05** FEET TO AN ANGLE POINT; THENCE,
**S 57° 38' 03" W** FOR A DISTANCE OF **272.75** FEET TO AN ANGLE POINT; THENCE,
**N 31° 46' 37" W** FOR A DISTANCE OF **202.87** FEET TO AN ANGLE POINT; THENCE,
**S 57° 37' 35" W** FOR A DISTANCE OF **466.53** FEET TO AN ANGLE POINT; THENCE,
**N 32° 21' 29" W** FOR A DISTANCE OF **866.72** FEET TO AN ANGLE POINT; THENCE,
**N 00° 47' 58" E** FOR A DISTANCE OF **21.00** FEET TO AN ANGLE POINT; THENCE,
**N 32° 18' 37" W** FOR A DISTANCE OF **868.06** FEET TO AN ANGLE POINT; THENCE,
**N 57° 41' 23" E** FOR A DISTANCE OF **1478.51** FEET TO AN ANGLE POINT; THENCE,
**N 32° 18' 33" W** FOR A DISTANCE OF **10.00** FEET TO AN ANGLE POINT; THENCE,
**N 57° 41' 27" E** FOR A DISTANCE OF **91.54** FEET TO AN ANGLE POINT; THENCE,
**S 31° 26' 16" E** FOR A DISTANCE OF **263.07** FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF **111° 06' 12"**, HAVING A RADIUS OF **25.00** FEET, AND WHOSE LONG CHORD BEARS **S 87° 04' 17" E** FOR A DISTANCE OF **41.23** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE,

**N 37° 24' 19" E** FOR A DISTANCE OF **106.67** FEET TO AN ANGLE POINT; THENCE,
**N 42° 50' 05" E** FOR A DISTANCE OF **137.50** FEET TO AN ANGLE POINT; THENCE,
**N 00° 53' 42" W** FOR A DISTANCE OF **2.51** FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,
SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF **44° 58' 38.1"**, HAVING A RADIUS OF **10.00** FEET, AND WHOSE LONG CHORD BEARS **N 21° 36' 18" E** FOR A DISTANCE OF **7.55** FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE,

**N 44° 44' 57" E** A DISTANCE OF **4.70** FEET TO THE **POINT OF BEGINNING** AND CONTAINING AN AREA OF **76.70** ACRES, MORE OR LESS (**3,341,172.67** SQ. FT., MORE OR LESS)

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

ADJUST LOT LINES AND TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

BY: _____ ALAN WEBBER, MAYOR DATE: _____

CITY CLERK: _____ DATE: _____

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

## REVIEWED BY COUNTY OF SANTA FE:

COUNTY TREASURER _____ DATE: _____

## REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE _____ DATE: _____

CITY PLANNER _____ DATE: _____

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR


WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com


SHEET 1 OF 1

COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO }

I hereby certify that this instrument was filed for record on the _____ day of _____ 20____ A.D. at _____ o'clock _____, and was duly recorded in book _____ page(s) _____ of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

_____ Deputy

County Clerk

Seal



EXHIBIT A

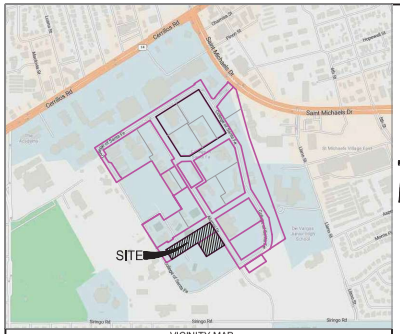
**EXHIBIT B**

Depiction of the Property

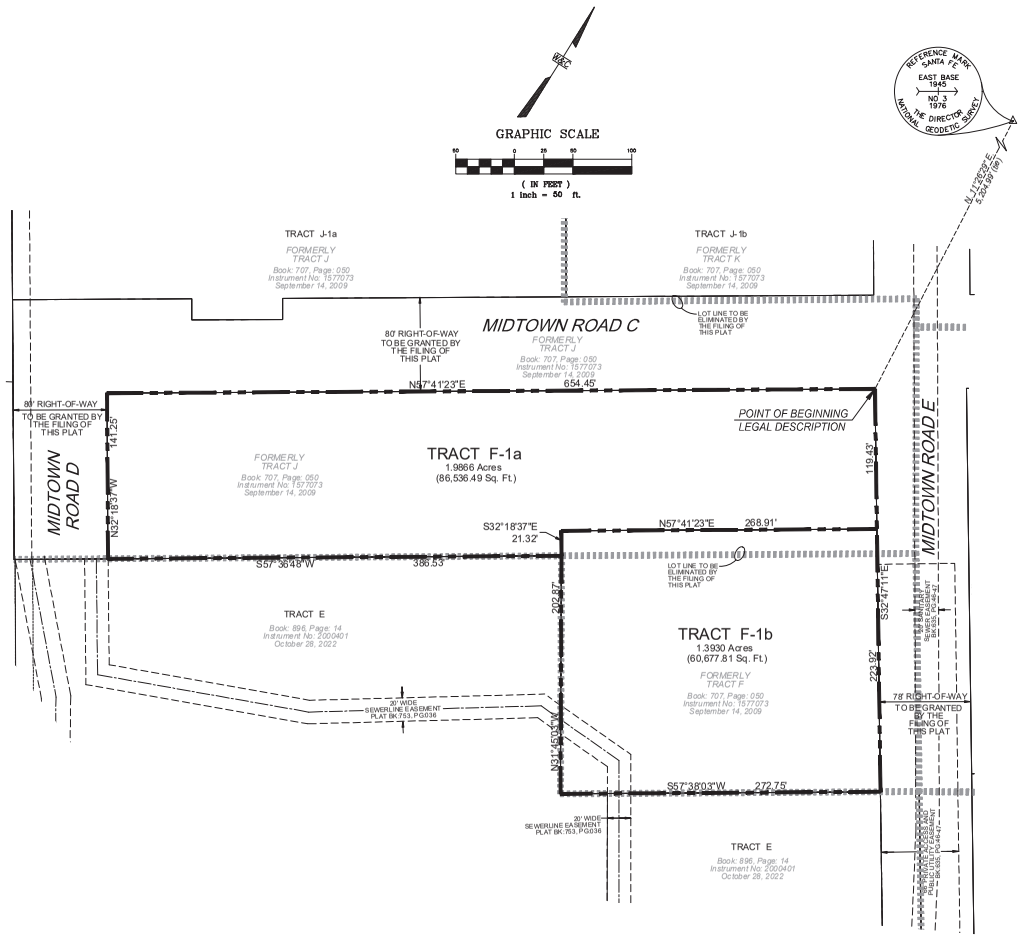
[see attached]

# Lot Split to create
# TRACTS F-1a and F-1b

LOT LINE ADJUSTMENT PLAT OF EXISTING
TRACT F and TRACT J
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024




VICINITY MAP
N.T.S.




## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

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8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
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12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
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15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
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21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK, filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "BOUNDARY SURVEY PLAT PREPARED FOR THE COLLEGE OF SANTA FE WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM. CITY AND COUNTY OF SANTA FE, NEW MEXICO", RECORDED ON SEPTEMBER 14, 2009 IN BOOK 707 IN PAGE 50, AS INSTRUMENT NO. 1577073, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 11°26'29" E.**, A DISTANCE OF **5,204.99** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**S. 32°47'11" E.**, A DISTANCE OF **343.35** FEET TO AN ANGLE POINT; THENCE,

**S. 57°38'03" W.**, A DISTANCE OF **272.75** FEET TO AN ANGLE POINT; THENCE,

**N. 31°48'15" W.**, A DISTANCE OF **224.19** FEET TO AN ANGLE POINT; THENCE,

**S. 57°37'35" W.**, A DISTANCE OF **386.53** FEET TO AN ANGLE POINT; THENCE,

**N. 32°18'37" W.**, A DISTANCE OF **141.17** FEET TO AN ANGLE POINT; THENCE,

**N. 57°41'23" E.**, A DISTANCE OF **654.45** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **3.3796** ACRES , MORE OR LESS (**147,214.30** SQ. FT., MORE OR LESS)

## LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE* }SS
*STATE OF NEW MEXICO*

*I hereby certify that this instrument was filed for record on the _____day of _____, 20_____A.D. at _____ o'block _____ and was duly recorded in book _____ page(s)_____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

County Clerk
Seal

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT F-1a AND F-1b, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

_____
BY: ALAN WEBBER, MAYOR DATE:

_____
CITY CLERK: DATE:

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

## REVIEWED BY COUNTY OF SANTA FE:

_____
COUNTY TREASURER DATE:

## REVIEWED BY CITY OF SANTA FE:

_____
CITY ENGINEER FOR LAND USE DATE:

_____
CITY PLANNER DATE:

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

_____
BENJAMIN M. ARAGON N.M.P.L.S. #15268

_____
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR


WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com


SHEET 1 OF 1



EXHIBIT B




VICINITY MAP
N.T.S.

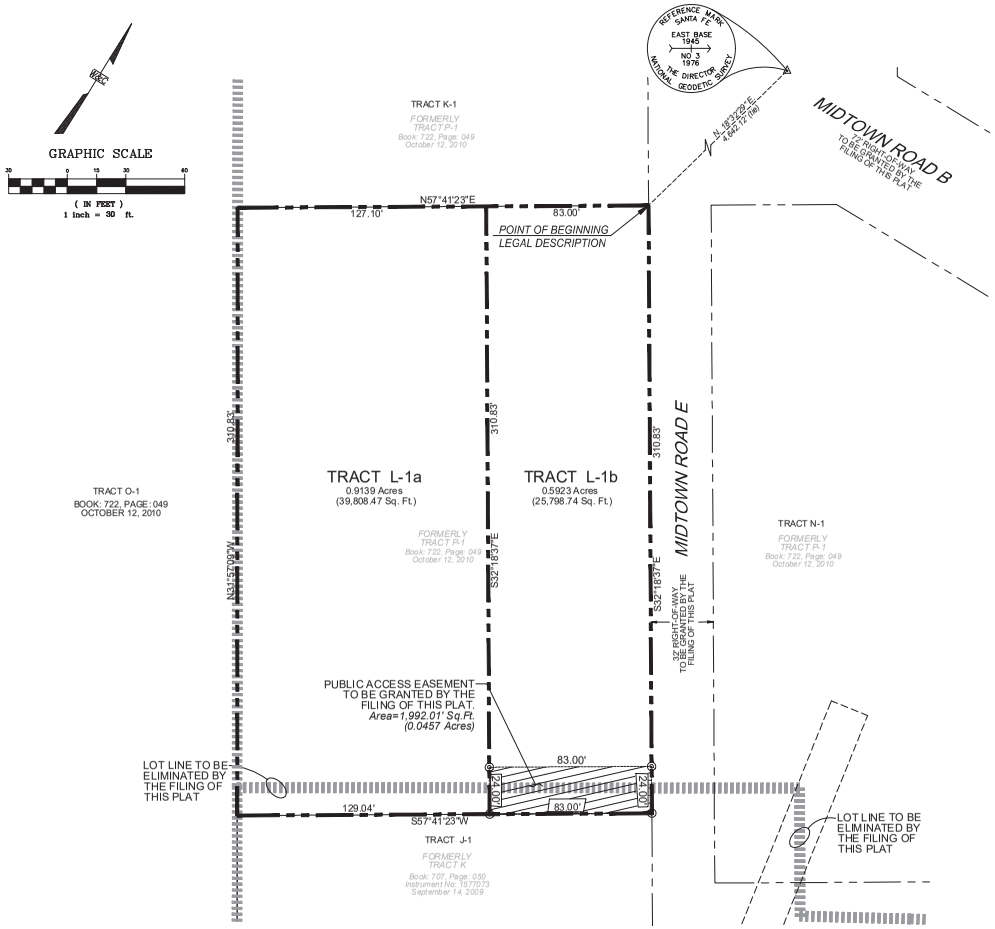
## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM5" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.




## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "REPLAT PREPARED FOR COLLEGE OF SANTA FE, LOT LINE ADJUSTMENT OF EXISTING TRACT P & O, RECORDED PLAT BOOK 707, PAGES 50-50A WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T 17N, R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO." RECORDED ON OCTOBER 12, 2010 IN BOOK 722 IN PAGE 049, AS INSTRUMENT NO. 1613544, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 18°32'29" E.**, A DISTANCE OF **4,642.12** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**S. 32°18'37" E.**, A DISTANCE OF **310.83** FEET TO AN ANGLE POINT; THENCE,

**S. 57°41'23" W.**, A DISTANCE OF **212.04** FEET TO AN ANGLE POINT; THENCE,

**N. 31°57'09" W.**, A DISTANCE OF **310.83** FEET TO AN ANGLE POINT; THENCE,

**N. 57°41'23" E.**, A DISTANCE OF **210.10** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **1.5061** ACRES, MORE OR LESS (**65,607.21** SQ. FT., MORE OR LESS)

## LEGEND:

- ◆ FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE* }SS
*STATE OF NEW MEXICO*

*I hereby certify that this instrument was filed for record on the _____ day of _____, 20_____ A.D. at _____ o'clock _____, and was duly recorded in book _____ page(s) _____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

County Clerk
Seal

# Lot Split to create TRACTS L-1a and L-1b

## LOT LINE ADJUSTMENT PLAT OF EXISTING TRACT P-1

within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT L-1, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

_____
BY: ALAN WEBBER, MAYOR DATE:

_____
CITY CLERK: DATE:

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, AOKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

## REVIEWED BY COUNTY OF SANTA FE:

_____
COUNTY TREASURER DATE:

## REVIEWED BY CITY OF SANTA FE:

_____
CITY ENGINEER FOR LAND USE DATE:

_____
CITY PLANNER DATE:

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

_____
BENJAMIN M. ARAGON N.M.P.L.S. #15268

_____
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

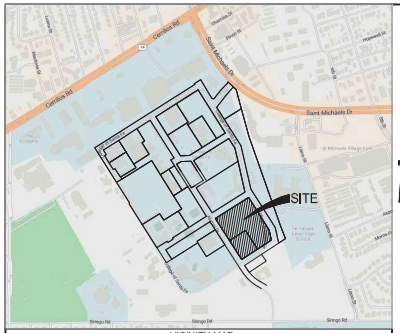
WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com



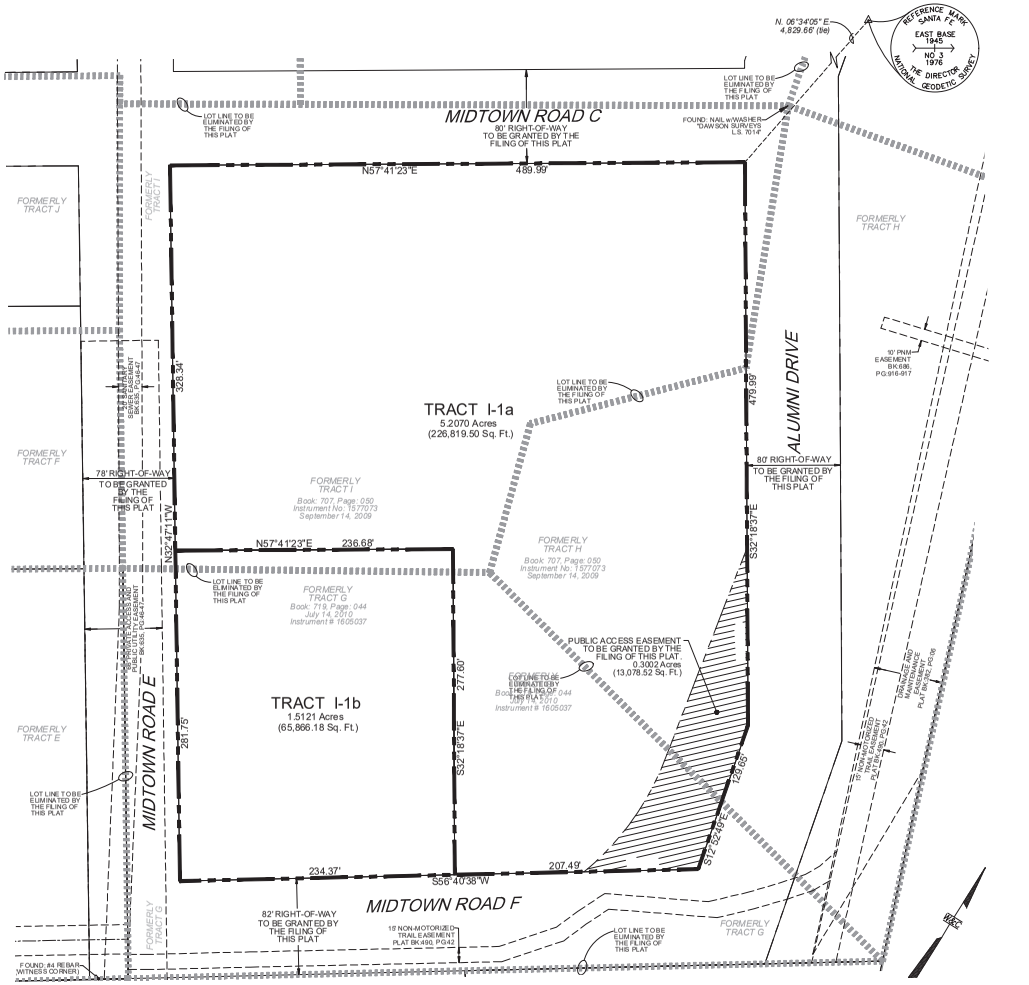
m:\SGIS\21-306--19-Disciplines\Survey\Drawings_PLATTING\TRACT L-1\TRACTS L-1a AND L-1b\Lot Split for TRACT L-1a and L-1b.dwg

# Lot Split to create
# TRACTS I-1a and I-1b

## LOT LINE ADJUSTMENT PLAT OF EXISTING
TRACT G, H and TRACT I
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
August 2024




VICINITY MAP
N.T.S.




## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT I-1a AND I-1b, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON. THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER. THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

BY: ALAN WEBBER, MAYOR DATE:

CITY CLERK: DATE:

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES

## REVIEWED BY COUNTY OF SANTA FE:

COUNTY TREASURER DATE:

## REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE DATE:

CITY PLANNER DATE:

## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "BOUNDARY SURVEY PLAT PREPARED FOR THE COLLEGE OF SANTA FE WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM. CITY AND COUNTY OF SANTA FE, NEW MEXICO". RECORDED ON SEPTEMBER 14, 2009 IN BOOK 707 IN PAGE 50, AS INSTRUMENT NO. 1577073, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 06°34'05" E.**, A DISTANCE OF **4,829.66** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**S. 32°18'37" E.**, A DISTANCE OF **479.99** FEET TO AN ANGLE POINT; THENCE,

**S. 12°52'49" E.**, A DISTANCE OF **129.65** FEET TO AN ANGLE POINT; THENCE,

**S. 56°40'38" W.**, A DISTANCE OF **441.86** FEET TO AN ANGLE POINT; THENCE,

**N. 32°47'11" W.**, A DISTANCE OF **610.09** FEET TO AN ANGLE POINT; THENCE,

**N. 57°41'23" E.**, A DISTANCE OF **489.99** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **6.7191** ACRES , MORE OR LESS (**292,685.68** SQ. FT., MORE OR LESS)

## LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE*
*STATE OF NEW MEXICO* } SS

*I hereby certify that this instrument was filed for record on the_____day of _____, 20_____A.D. at _____ o'block _____, and was duly recorded in book _____ page(s)_____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

County Clerk

Seal

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

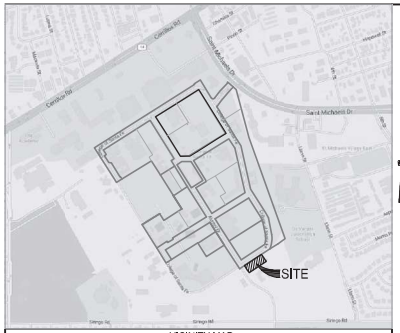

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com




m:\2021-300-194-002_Disciplines\Survey\Drawings_PLATTING\TRACT I-1\TRACTS I-1a AND I-1b\Lot Split for TRACT I-1a AND I-1b.dwg

# Lot Split and Lot Line Adjustment to create TRACT G-1

LOT LINE ADJUSTMENT PLAT OF EXISTING TRACT G
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
June 2024




VICINITY MAP
N.T.S.

## NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE. DISTANCES ARE GROUND DISTANCES. COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0) BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984", BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. THIS PLAT SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLATS REFERENCED HEREON.

## REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
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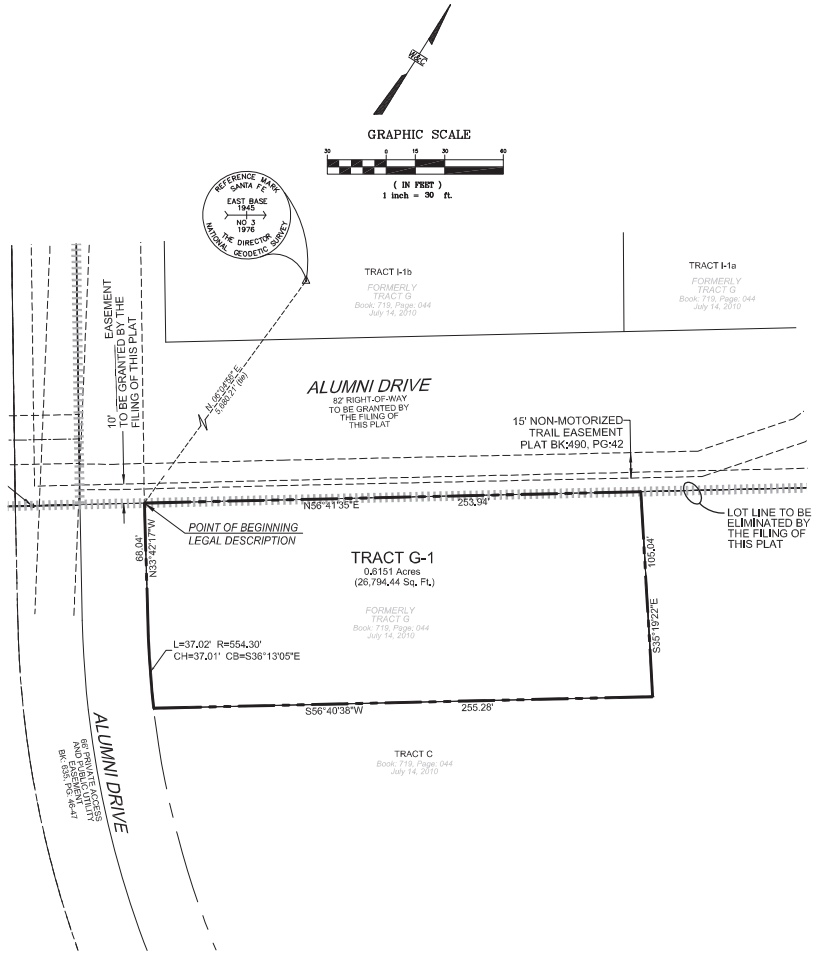
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.




## LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND WITHIN THE PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, ALL AS SHOWN ON "REPLAT PREPARED FOR COLLEGE OF SANTA FE, LOT LINE ADJUSTMENT OF EXISTING TRACT C & G, RECORDED PLAT BOOK 707, PAGES 50-50A WITHIN COLLEGE OF SANTA FE PROPERTY PROJECTED SECTION 34, T17N, R9E, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO." RECORDED ON JULY 14, 2010 IN BOOK 719 IN PAGE 044, AS INSTRUMENT NO. 1605037, RECORDS OF SANTA FE COUNTY, NEW MEXICO:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PERIMETER FROM WHENCE A BRASS CAP STAMPED "EAST BASE 1945, NO 3 1976" A SANTA FE REFERENCE MARK, BEARS **N. 06°04'56" E.**, A DISTANCE OF **5,680.21** FEET; THENCE, FROM SAID POINT OF BEGINNING,

**N. 56°41'35" E.**, A DISTANCE OF **253.94** FEET TO AN ANGLE POINT; THENCE,

**S. 35°19'22" E.**, A DISTANCE OF **105.04** FEET TO AN ANGLE POINT; THENCE,

**S. 56°40'38" W.**, A DISTANCE OF **255.28** FEET TO A CURVE; THENCE,

**37.02** FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF **554.30** FEET, DELTA OF **3°49'35"**, CHORD BEARING AND DISTANCE OF **N. 36°13'05" E., 37.01'** FEET TO A POINT; THENCE,

**N. 33°42'17" W.**, A DISTANCE OF **68.04** FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF **0.6151** ACRES, MORE OR LESS (**26,794.44** SQ. FT., MORE OR LESS)

## LEGEND:

- ◦ FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- LOT LINE TO BE ELIMINATED
- EASEMENT LINE (AS NOTED)

*COUNTY OF SANTA FE* } SS
*STATE OF NEW MEXICO*

*I hereby certify that this instrument was filed for record on the _____ day of _____, 20_____ A.D. at _____ o'clock _____, and was duly recorded in book _____ page(s) _____ of the records of Santa Fe County.*

*Witness my Hand and Seal of office*
*KATHARINE E. CLARK*
*County Clerk, Santa Fe county, N.M.*

_____
*Deputy*

*County Clerk*

*Seal*

## STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

REPLAT TRACT G-1, BY LOT LINE ADJUSTMENT AND/OR LOT SPLIT FROM THE ORIGINAL CONFIGURATION & TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

## AFFIDAVIT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED TO BE REPLATTED THOSE LANDS SHOWN HEREON, THE SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER, THIS REPLAT CONTAINS 4.88 ACRES, MORE OR LESS. ALL TRACTS SHOWN HEREON ARE SUBJECT TO RECIPROCAL, PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. THERE IS NO ROAD DEDICATION.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: _____

BY: _____ ALAN WEBBER, MAYOR DATE: _____

CITY CLERK: _____ DATE: _____

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

## REVIEWED BY COUNTY OF SANTA FE:

COUNTY TREASURER _____ DATE: _____

## REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE _____ DATE: _____

CITY PLANNER _____ DATE: _____

## SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

**EXHIBIT C**

Legal Description of the Property

[To be attached]

EXHIBIT D

DEVELOPER OWNER AND CONTROL PARTIES

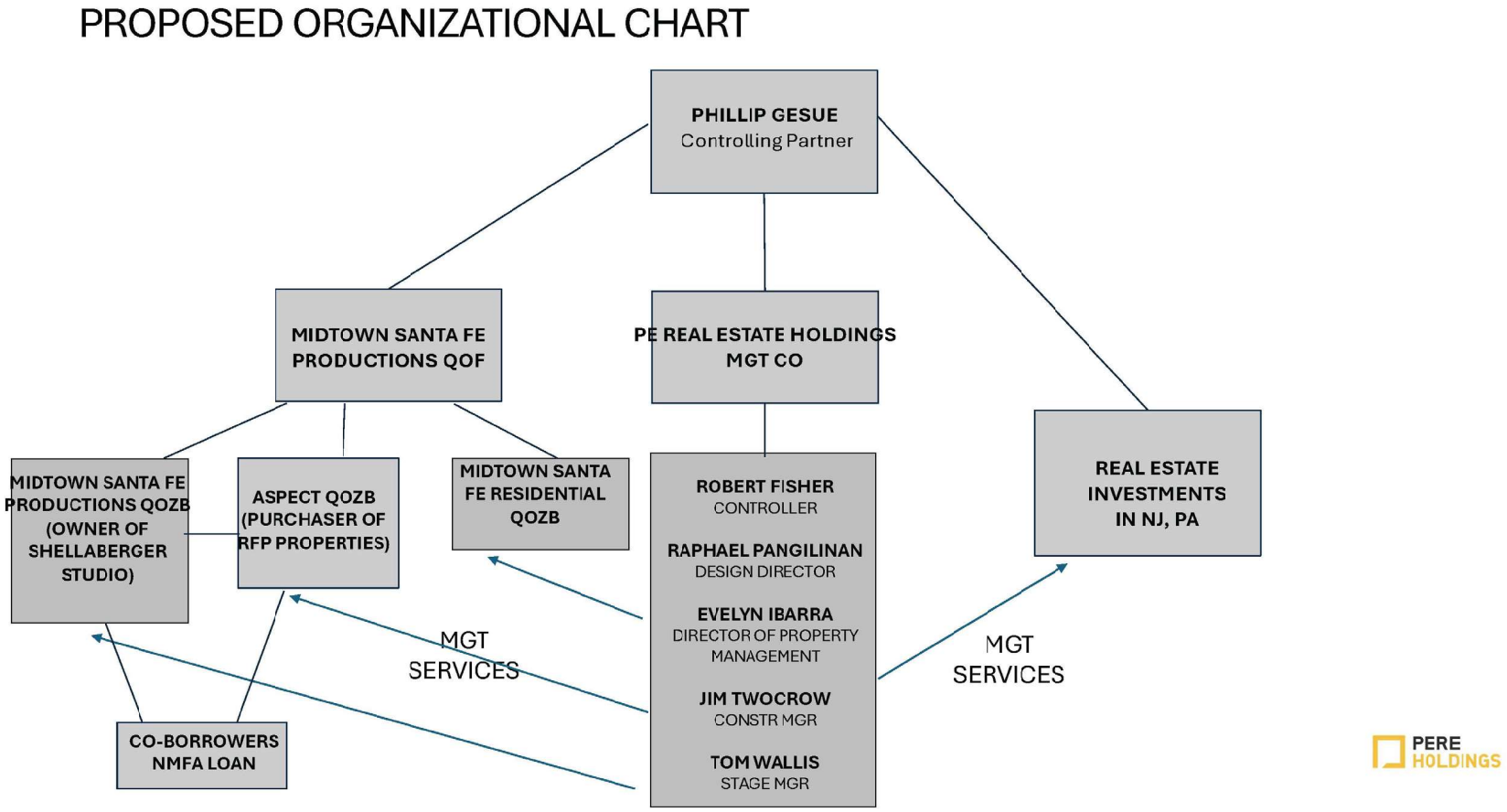


EXHIBIT E

PHASE 1 CONCEPTUAL PLANS

[attached]

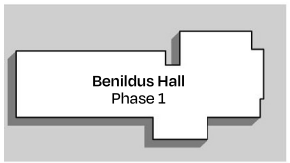
# ASPECT STUDIOS

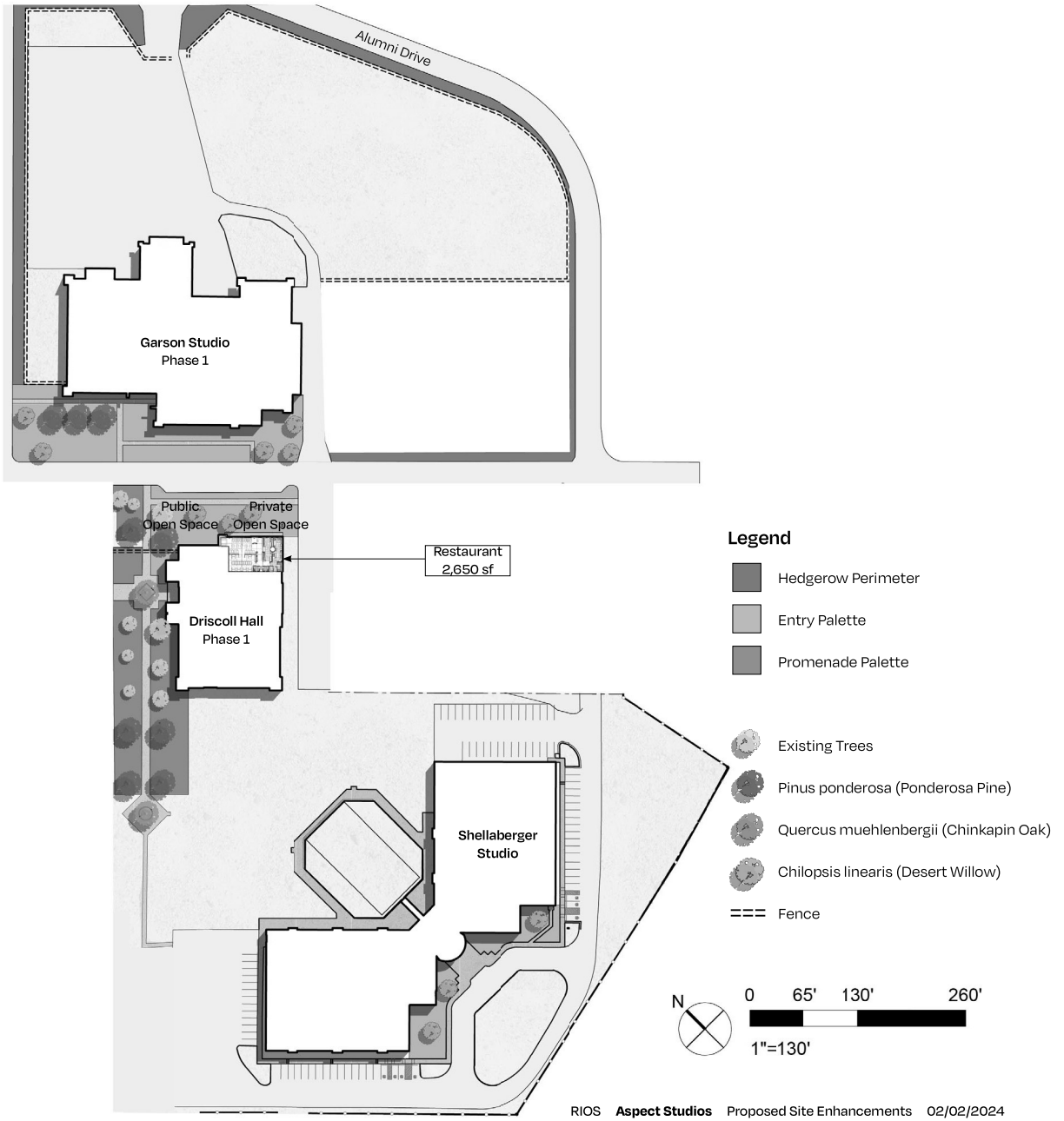


**Proposed**
**Site Enhancements**
**05.10.2024**

RIOS

**Landscape Approach:**
To utilize native Northern New Mexico trees and plants that survive on little to no supplemental irrigation. The plantings provide ecological benefits like food and shelter to native wildlife. The landscape will require little maintenance while adding natural aesthetic to the studio campus.



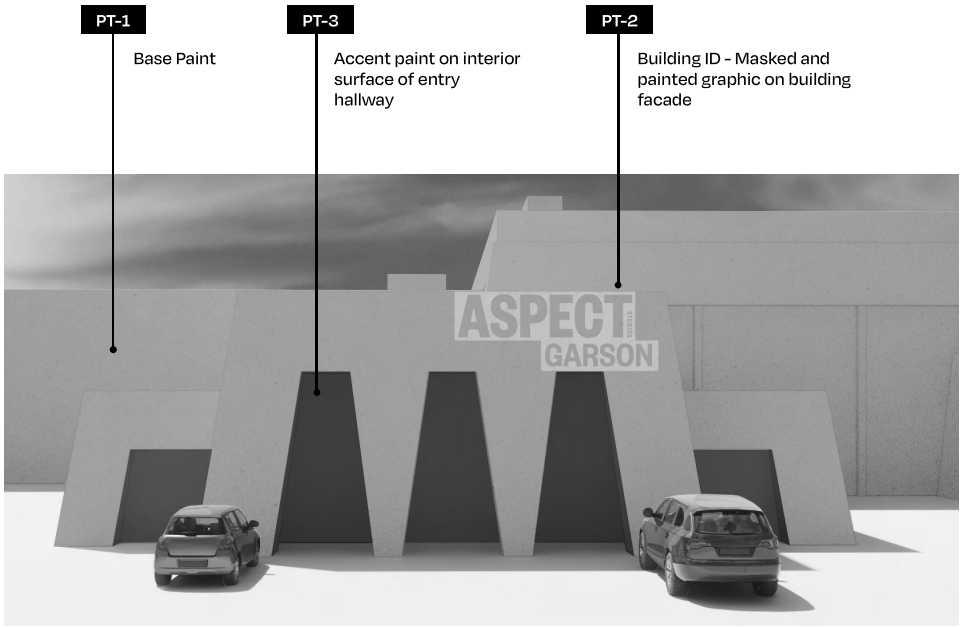



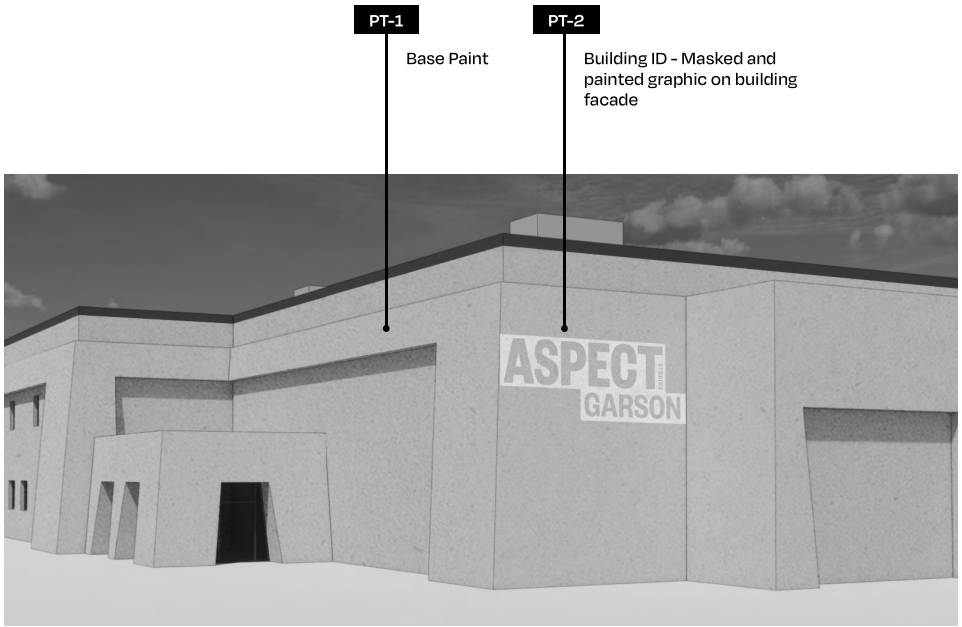

RIOS **Aspect Studios** Proposed Site Enhancements 02/02/2024

# Illustrated Landscape Plan

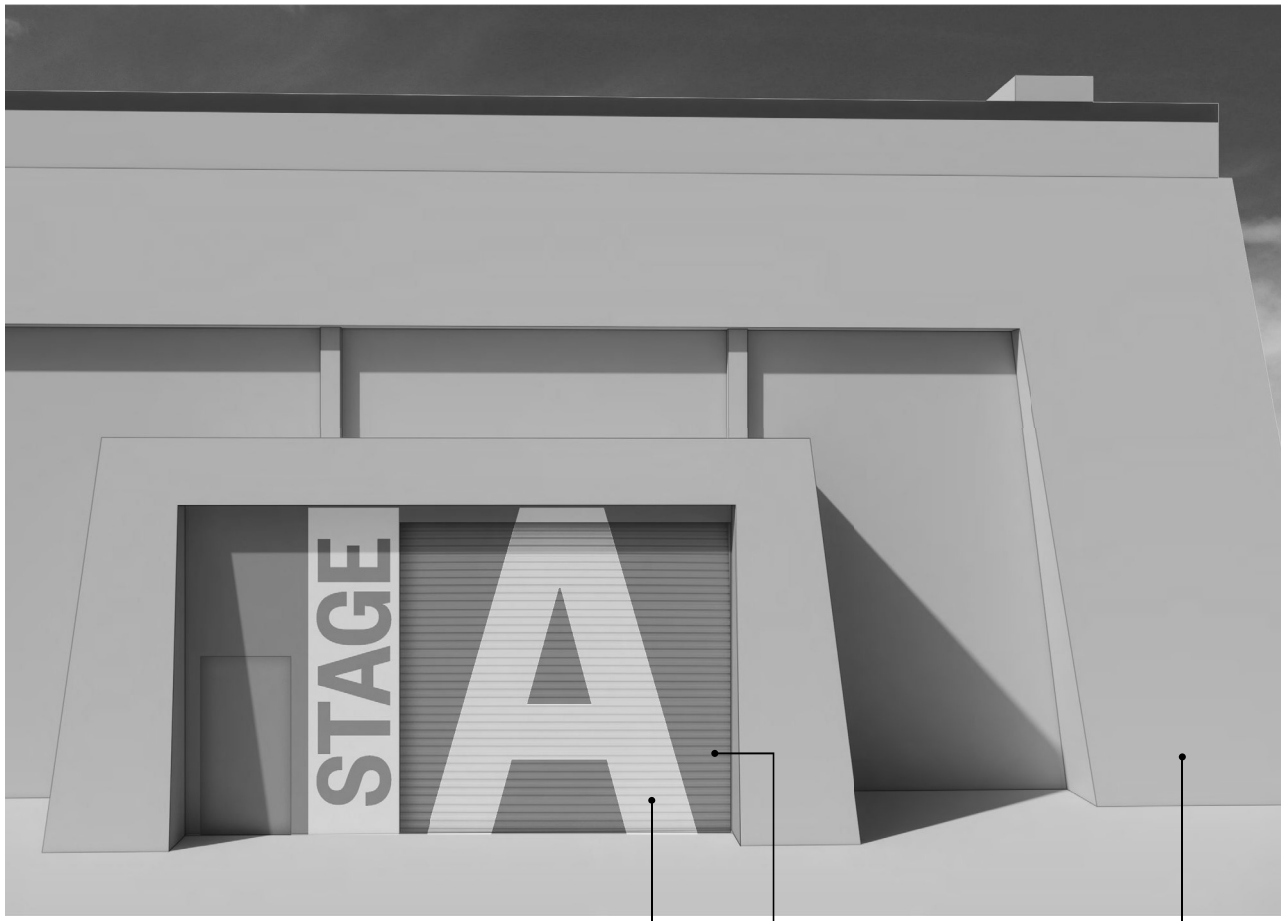



**Proposed Exterior Facade Renovation** Garson Studio / Phase 1




**Proposed Exterior Facade Renovation** Garson Studio / Phase 1




Masked and painted graphic on niche wall, roll-up door and single swing door.

Approx. 400 SF

QTY: 3

*Messaging vary by location

Base Paint



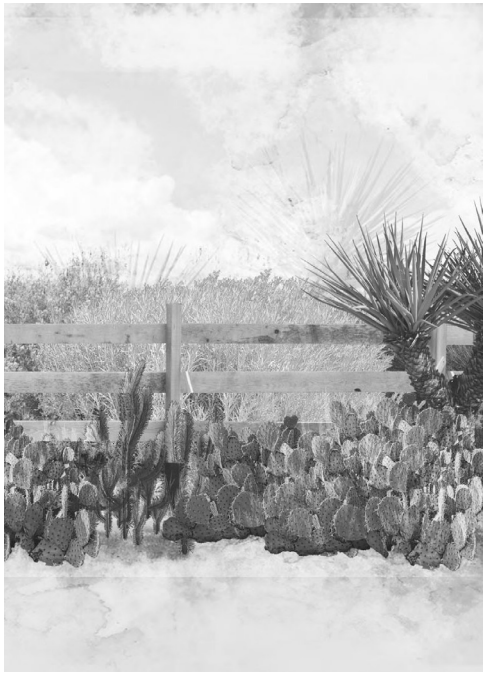

Existing (TYP. condition)



**Proposed Exterior Facade Renovation** Garson Studio / Phase 1




**Proposed Exterior Facade Renovation** Driscoll Hall / Phase 1



Perimeter planting inspiration



Entry planting inspiration - option A

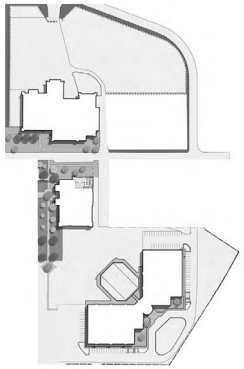


Entry planting inspiration - option B

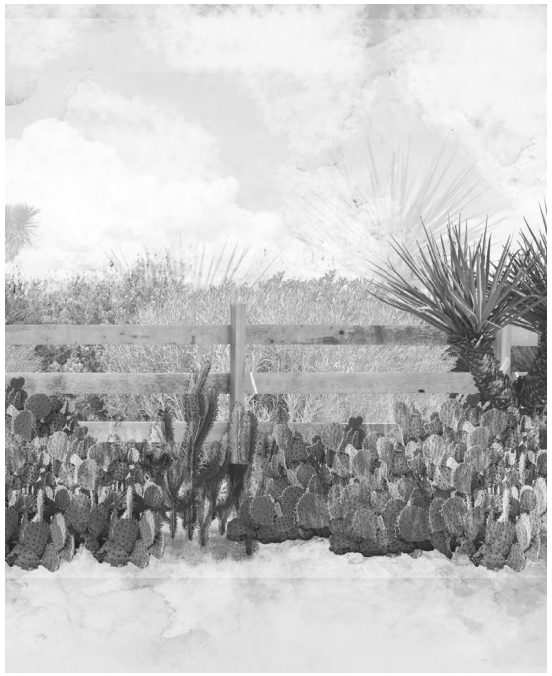


Promenade planting inspiration

# Plant Palette Inspiration



Key Map



Perimeter planting inspiration

## Accent



Yucca elata (Soaptree Yucca)



Cylindropuntia imbricata
(Tree Cane Cholla)



Pinus edulis
(Pinyon Pine)



Juniperus monosperma
(Juniper)

## Structural



Muhlenbergia capillaris
(Pink Muhly Grass)



Muhlenbergia rigens (Deer Grass)



Opuntia macrorhiza
(Twistpine Pricklypear)



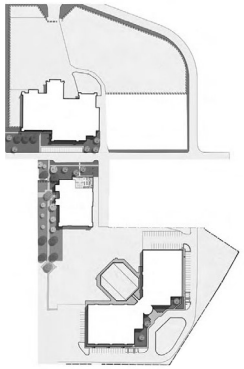
Ericameria nauseosa (Chamisa)

## Groundcover



Cylindropuntia x viridiflora
(Santa Fe Cholla)

# Plant Palette - Perimeter



Key Map



Entry planting inspiration

### Trees



Yucca elata (Soaptree Yucca)



Chilopsis linearis (Desert Willow)



Pinus ponderosa
(Ponderosa Pine), 2-3" cal.

### Accent

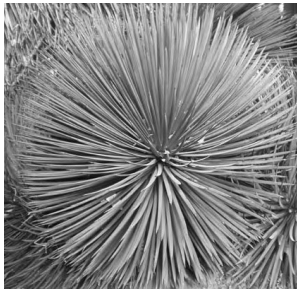


Agave perryi (Parry's Agave)

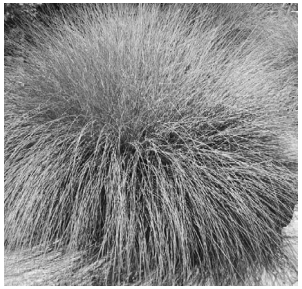
### Structural



Artemisia tridentata (Big Sagebrush)

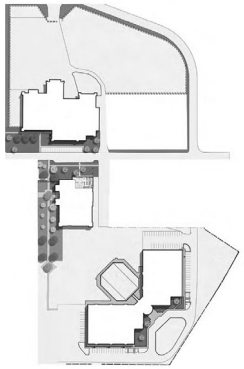


Agave stricta (Hedgehog Agave)



Muhlenbergia rigens (Deer Grass)

# Plant Palette - Entry Option A



Key Map



Entry planting inspiration

### Trees



Chilopsis linearis (Desert Willow)

### Accent



Eriogonum umbellatum
(Sulphurflower Buckwheat)



Muhlenbergia capillaris
(Pink Muhly Grass)



Dalea purpurea (Purple Prarie Clover)

### Structural



Artemisia tridentata (Big Sagebrush)



Salvia yangii (Russian Sage)

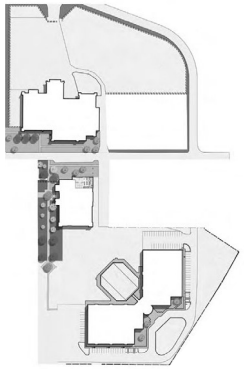


Fendlera rupicola
(Cliff Fendlerbush)



Ribes aureum (Golden Currant)

# Plant Palette - Entry Option B



Key Map



Promenade planting inspiration

### Trees



Pinus ponderosa
(Ponderosa Pine), 2-3" cal.

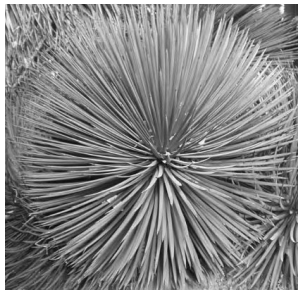


Quercus muehlenbergii
(Chinkapin Oak), 2-3" cal.



Pinus edulis (Pinyon Pine)

### Accent



Agave stricta (Hedgehog Agave)

### Structural



Artemisia tridentata (Big Sagebrush)

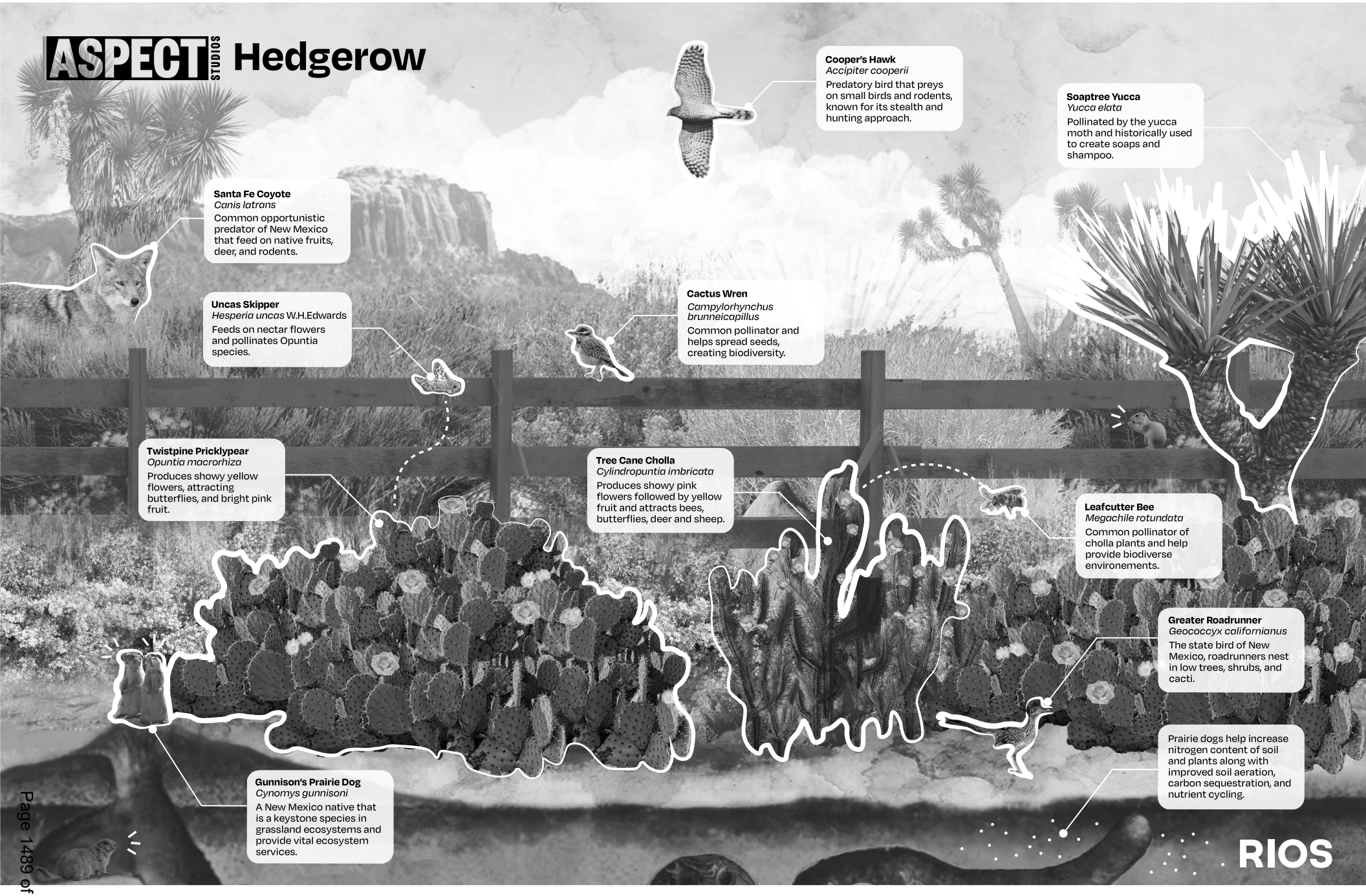


Cercocarpus intricatus
(Littlelead Mountain Mahogany)

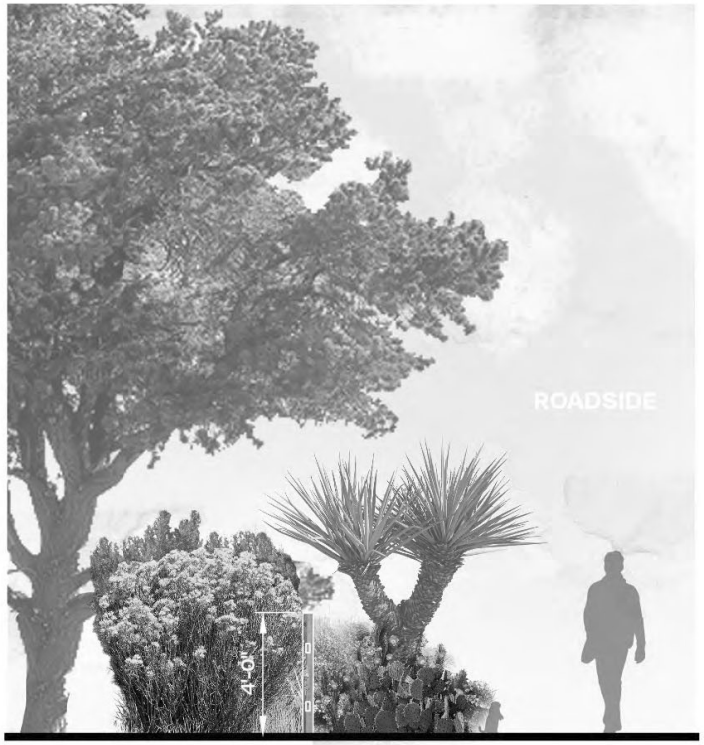


Muhlenbergia rigens (Deer Grass)

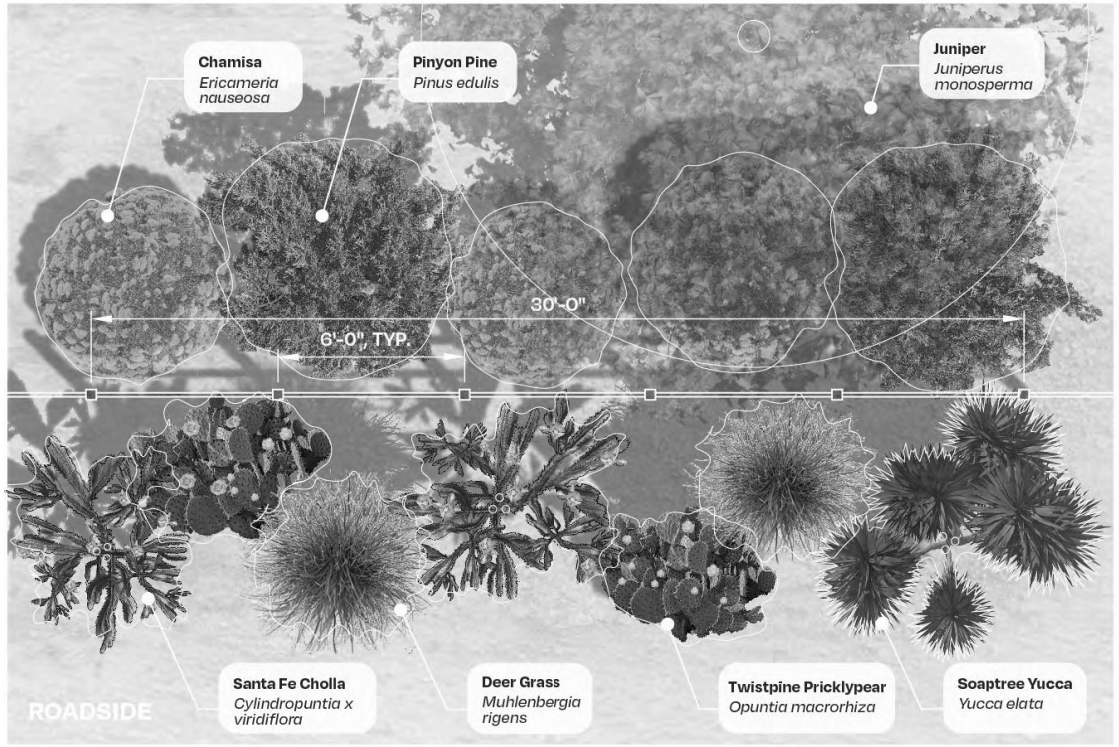
# Plant Palette Inspiration - Promenade


ASPECT STUDIOS
Hedgerow
Cooper's Hawk
Accipiter cooperii
Predatory bird that preys on small birds and rodents, known for its stealth and hunting approach.
Soaptree Yucca
Yucca elata
Pollinated by the yucca moth and historically used to create soaps and shampoo.
Santa Fe Coyote
Canis latrans
Common opportunistic predator of New Mexico that feed on native fruits, deer, and rodents.
Uncas Skipper
Hesperia uncas W.H.Edwards
Feeds on nectar flowers and pollinates Opuntia species.
Cactus Wren
Campylorhynchus brunneicapillus
Common pollinator and helps spread seeds, creating biodiversity.
Twistpine Pricklypear
Opuntia macrorhiza
Produces showy yellow flowers, attracting butterflies, and bright pink fruit.
Tree Cane Cholla
Cylindropuntia imbricata
Produces showy pink flowers followed by yellow fruit and attracts bees, butterflies, deer and sheep.
Leafcutter Bee
Megachile rotundata
Common pollinator of cholla plants and help provide biodiverse environements.
Greater Roadrunner
Geococcyx californianus
The state bird of New Mexico, roadrunners nest in low trees, shrubs, and cacti.
Gunnison's Prairie Dog
Cynomys gunnisoni
A New Mexico native that is a keystone species in grassland ecosystems and provide vital ecosystem services.
Prairie dogs help increase nitrogen content of soil and plants along with improved soil aeration, carbon sequestration, and nutrient cycling.
RIOS

# ASPECT STUDIOS Hedgerow




SECTION



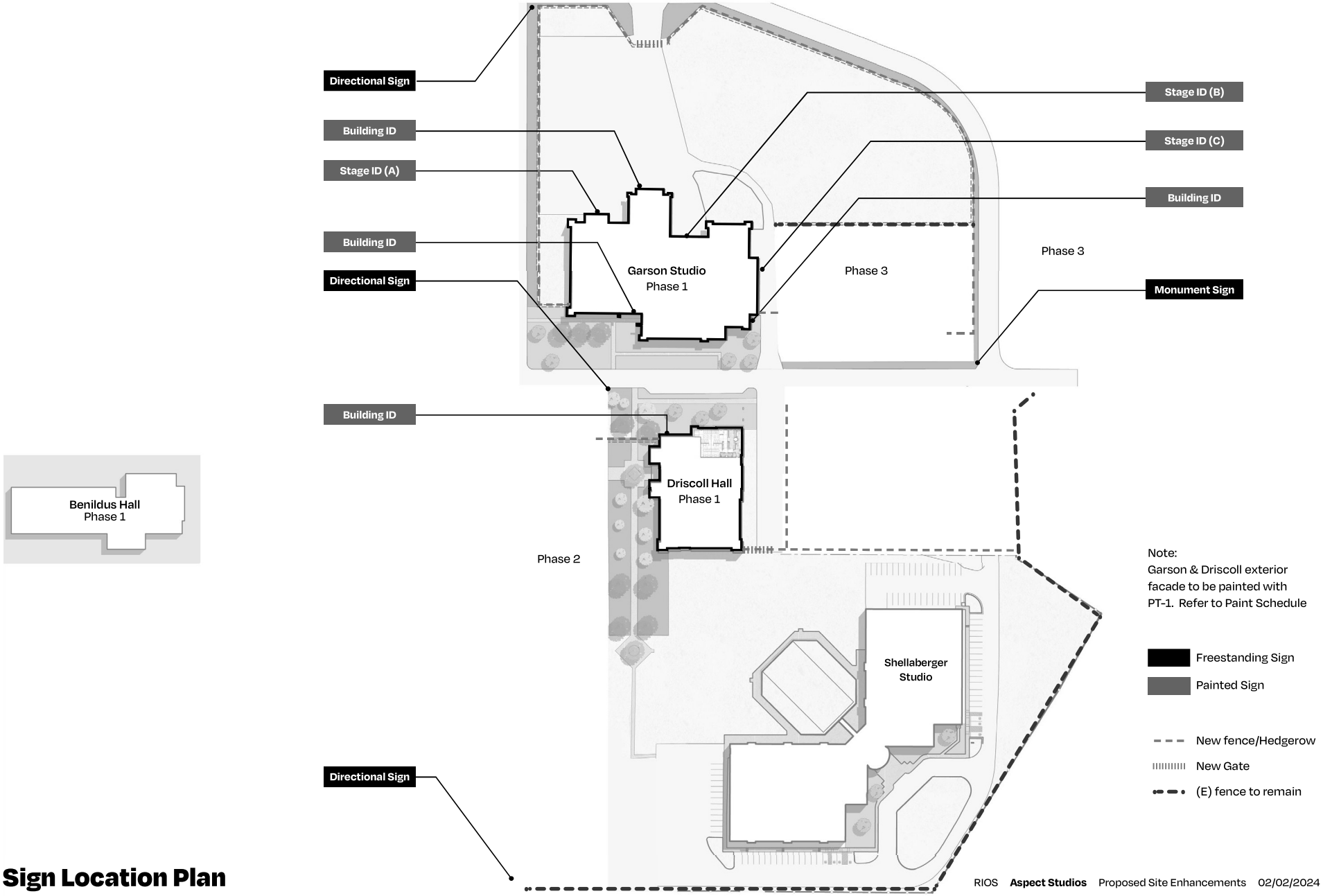

PLAN

## Proposed Perimeter Planting



Hedgerows along proposed split rail fence

# Proposed Perimeter Fencing

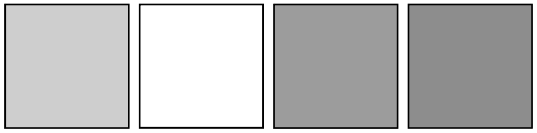



# Sign Location Plan

| MATERIAL + FINISH SCHEDULE | | | |
|---|---|---|---|
| **MARK** | **DESCRIPTION** | **MANUFACTURER** | **FINISH/SHEEN** |
| M1 | 1/16" TH. ALUMINUM | | |
| M2 | 1/8" TH. ALUMINUM | | |
| C1 | MP32071 WHITE WONDER | MATTHEWS PAINT | SATIN |
| C2 | MP31846 ONYX | MATTHEWS PAINT | SATIN |
| C3 | MP08091 YELLOW BLAST | MATTHEWS PAINT | SATIN |

| PAINT SCHEDULE | | | | |
|---|---|---|---|---|
| **MARK** | **DESCRIPTION** | **MANUFACTURER** | **COLOR** | **FINISH/SHEEN** |
| PT-1 | BUILDING BASE PAINT, PEWTER | BEN MOORE | FINAL COLOR TBD PER IN-FIELD SWATCH REVIEW | SATIN |
| PT-2 | BUILDING ID PAINT, WHITE | BEN MOORE | FINAL COLOR TBD PER IN-FIELD SWATCH REVIEW | SATIN |
| PT-3 | ACCENT PAINT 1 - AQUA/TEAL | BEN MOORE | FINAL COLOR TBD PER IN-FIELD SWATCH REVIEW | SATIN |
| PT-4 | ACCENT PAINT - PINK/FUCHSIA | BEN MOORE | FINAL COLOR TBD PER IN-FIELD SWATCH REVIEW | SATIN |

**PAINT SWATCHES**



PT-1 PT-2 PT-3 PT-4



# Material + Finish Schedule

EXHIBIT F

LEED REQUIREMENTS

[attached]

## LEED v4 for Neighborhood Development Plan
**Project Checklist**

Project Name: MIDTOWN PLANS

| | |
|---|---|
| Y | Incorporated into Midtown Plans |
| R | Required in RFP |
| P | Preference in RFP |
| HP | High Priority in RFP |

| Yes | R | P | | | | |
|---|---|---|---|---|---|---|
| | | | **Smart Location & I** | Total Points Possible | **28** | |
| Y | | | Prereq | Smart Location | Required | |
| Y | | | Prereq | Imperiled Species and Ecological Communities | Required | |
| Y | | | Prereq | Wetland and Water Body Conservation | Required | |
| Y | | | Prereq | Agricultural Land Conservation | Required | |
| Y | | | Prereq | Floodplain Avoidance | Required | |
| Y | | | Credit | Preferred Locations | 10 | |
| Y | | | Credit | Brownfield Remediation | 2 | |
| Y | | | Credit | Access to Quality Transit | 7 | |
| | | P | Credit | Bicycle Facilities | 2 | |
| Y | | | Credit | Housing and Jobs Proximity | 3 | |
| | | | Credit | Steep Slope Protection | 1 | |
| | | | Credit | Site Design for Habitat or Wetland and Water Body Conservation | 1 | |
| Y | | | Credit | Restoration of Habitat or Wetlands and Water Bodies | 1 | |
| | | | Credit | Long-Term Conservation Management of Habitat or Wetlands and Water Bodies | 1 | |
| | | | **Neighborhood Patt** | Total Points Possible | **41** | |
| Y | | | Prereq | Walkable Streets | Required | |
| Y | | | Prereq | Compact Development | Required | |
| Y | | | Prereq | Connected and Open Community | Required | |
| Y | | | Credit | Walkable Streets | 9 | |
| Y | | | Credit | Compact Development | 6 | |
| Y | | | Credit | Mixed-Use Neighborhoods | 4 | |
| Y | | | Credit | Housing Types and Affordability | 7 | |
| Y | | P | Credit | Reduced Parking Footprint | 1 | |
| Y | | | Credit | Connected and Open Community | 2 | |
| | | | Credit | Transit Facilities | 1 | |
| | | P | Credit | Transportation Demand Management | 2 | |
| Y | | | Credit | Access to Civic & Public Space | 1 | |
| Y | | | Credit | Access to Recreation Facilities | 1 | |
| Y | R | | Credit | Visitability and Universal Design | 1 | |
| Y | R | | Credit | Community Outreach and Involvement | 2 | |
| Y | | P | Credit | Local Food Production | 1 | |
| Y | | | Credit | Tree-Lined and Shaded Streetscapes | 2 | |
| Y | | | Credit | Neighborhood Schools | 1 | |

| Y | R | P | | | | |
|---|---|---|---|---|---|---|
| | | | **Green Infrastructure & Buildings** | Total Points Possible | **31** | |
| Y | | | Prereq | Certified Green Building | Required | |
| Y | R | | Prereq | Minimum Building Energy Performance | Required | |
| Y | R | | Prereq | Indoor Water Use Reduction | Required | |
| Y | R | | Prereq | Construction Activity Pollution Prevention | Required | |
| | | HP | Credit | Certified Green Buildings | 5 | |
| | | P | Credit | Optimize Building Energy Performance | 2 | |
| | R | | Credit | Indoor Water Use Reduction | 1 | |
| | R | | Credit | Outdoor Water Use Reduction | 2 | |
| Y | | | Credit | Building Reuse | 1 | |
| | | | Credit | Historic Resource Preservation and Adaptive Reuse | 2 | |
| Y | | | Credit | Minimized Site Disturbance | 1 | |
| Y | | HP | Credit | Rainwater Management | 4 | |
| | | HP | Credit | Heat Island Reduction | 1 | |
| | | | Credit | Solar Orientation | 1 | |
| | R | | Credit | Renewable Energy Production | 3 | |
| | | | Credit | District Heating and Cooling | 2 | |
| Y | | | Credit | Infrastructure Energy Efficiency | 1 | |
| | | | Credit | Wastewater Management | 2 | |
| ? | | | Credit | Recycled and Reused Infrastructure | 1 | |
| | | | Credit | Solid Waste Management | 1 | |
| Y | | HP | Credit | Light Pollution Reduction | 1 | |
| | | | **Innovation & Design Process** | Total Points Possible | **6** | |
| | | | Credit | Innovation | 5 | |
| | | | Credit | LEED® Accredited Professional | 1 | |
| | | | **Regional Priority Credits** | Total Points Possible | **4** | |
| | | | Credit | Regional Priority Credit: Region Defined | 1 | |
| | | | Credit | Regional Priority Credit: Region Defined | 1 | |
| | | | Credit | Regional Priority Credit: Region Defined | 1 | |
| | | | Credit | Regional Priority Credit: Region Defined | 1 | |
| 0 | 0 | 0 | **PROJECT TOTALS (Certification estimates)** | | 110 | |

**Certified:** 40-49 points, **Silver:** 50-59 points, **Gold:** 60-79 points, **Platinum:** 80+ points

# LEED v4 for
# NEIGHBORHOOD DEVELOPMENT

**Updated July 2, 2018**

***Includes:***
***LEED ND: Plan***
***LEED ND: Built Project***

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# SMART LOCATION AND LINKAGE (SLL)

## SLL PREREQUISITE: SMART LOCATION
## Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

### Intent

To encourage development within and near *existing* communities and public transit infrastructure. To encourage improvement and redevelopment of existing cities, suburbs, and towns while limiting the expansion of the *development footprint* in the region. To reduce vehicle trips and vehicle distance traveled. To reduce the incidence of obesity, heart disease, and hypertension by encouraging daily physical activity associated with walking and bicycling.

### Requirements

**ND PLAN, ND**

**For All Projects**
Either (1) locate the *project* on a site served by existing *water and wastewater infrastructure* or (2) locate the project within a legally adopted, publicly owned, planned water and wastewater service area, and provide new water and wastewater infrastructure for the project.

The site should also meet the requirements of one of the following four options.

**Option 1. Infill Sites**

Locate the project on an *infill site.*

OR

**Option 2. Adjacent Sites with Connectivity**

Locate the project on an *adjacent site* (i.e., a site that is adjacent to *previously developed* land) where the *connectivity* of the adjacent land is at least 90 intersections per square mile (35 intersections per square kilometer) as measured within a ½-mile (800-meter) distance of a continuous segment of the *project boundary* that constitutes at least 25% of the total project boundary and is adjacent to previous development.

Existing intersections may be counted if they were not constructed or funded by the project *developer* within the past 10 years.

Locate and/or design the project such that a through-connection (of the circulation network) intersects the adjacent portion of the project boundary at least every 600 feet (180 meters) on average and at least every 800 feet (245 meters), connecting it with an existing circulation network outside the project; nonmotorized through-connections of the circulation network may count for no more than 20% of the total. The exemptions listed in NPD Prerequisite Connected and Open Community do not apply to this option.

OR

**Option 3. Transit Corridor**

Locate the project on a site with existing or planned transit service such that at least 50% of *dwelling units* and nonresidential use entrances (inclusive of existing buildings) are within a ¼-mile (400-meter) *walking distance* of at least one bus, *streetcar,* or *rideshare* stop, or within a ½-mile (800-meter) walking distance of at least one *bus*

*rapid transit* stop, light or heavy rail station, or commuter ferry terminal. The transit service at the stop(s) in aggregate must meet the minimums listed in Table 1.

Projects must meet the requirements for both weekday and weekend trips and provide service every day.

**Table 1. Minimum daily transit service**

| | Weekday trips | Weekend trips |
|---|---|---|
| Projects with multiple transit types (bus, streetcar, rail, or ferry) | 60 | 40 |
| Projects with commuter rail or ferry service only | 24 | 6 |

If transit service is planned but not yet operational, the project must demonstrate one of the following:

1. The relevant transit agency has a signed full-funding grant agreement with the Federal Transit Administration (or equivalent national agency for project outside the U.S.) that includes a revenue operations date for the start of transit service. The revenue operations date must be no later than the date by which 50% of the project's total building gross floor area will be occupied.
2. For bus, streetcar, bus rapid transit, or ferry service, the transit agency must certify that it has an approved budget that includes specifically allocated funds sufficient to provide the planned service at the levels listed above and that service at these levels will begin no later than the date by which 50% of the project's total building gross floor area will be occupied.
3. For rail service other than streetcars, the transit agency must certify that preliminary engineering for a rail line has begun. In addition, the service must meet either of these two requirements:
   - A state legislature or local subdivision of the state (or a local government for projects outside the U.S.) has authorized the transit agency to expend funds to establish rail transit service that will begin no later than the date by which 50% of the project's total building gross floor area will be occupied.

     Or

   - A local government has dedicated funding or reimbursement commitments from future tax revenue for the development of stations, platforms, or other rail transit infrastructure that will serve the project no later than the date by which 50% of the project's total building gross floor area will be occupied.

OR

**Option 4. Sites with Nearby Neighborhood Assets**

Include a residential component equaling at least 30% of the project's total building gross floor area (exclusive of portions of parking structures devoted exclusively to parking) and locate the project near existing *uses* (see Appendix 1) such that the project boundary is within a ¼-mile (400-meter) walking distance of at least five uses, or such that the project's geographic center is within a ½-mile (800-meter) walking distance of at least seven uses.
The following restrictions apply.

- A use counts as only one type (e.g., a retail store may be counted only once even if it sells products in several categories).
- No more than two uses in each use type may be counted (e.g., if five restaurants are within the required distance, only two may be counted).
- The uses accessible to the project must represent at least two categories.

# SLL PREREQUISITE: IMPERILED SPECIES AND ECOLOGICAL COMMUNITIES CONSERVATION
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To conserve imperiled species and ecological communities.

## Requirements

**ND PLAN, ND**

Consult with the state Natural Heritage Program and state fish and wildlife agencies (or local equivalent for projects outside the U.S.) to determine if any of the following have been or are likely to be found on the project site because of the presence of suitable habitat and nearby occurrences:

- species listed as threatened or endangered under the U.S. Endangered Species Act or the state's endangered species act, or
- species or ecological communities classified by NatureServe as GH (possibly extinct), G1 (critically imperiled), or G2 (imperiled), or
- species listed as threatened or endangered specified under local equivalent standards (in areas outside the U.S.) that are not covered by NatureServe data.

If the consultations are inconclusive and site conditions indicate that imperiled species or ecological communities could be present, perform biological surveys using accepted methodologies during appropriate seasons to determine whether such species or communities occur or are likely to occur on the site. Comply with the appropriate case or option below.

**Case 1. Sites without Affected Species or Ecological Community**

The prerequisite is satisfied if the consultation and any necessary biological surveys determine that no such imperiled species or ecological communities have been found or have a high likelihood of occurring.

OR

**Case 2. Sites with Affected Species or Ecological Community**

If the site has any affected species or ecological communities, meet either of the following two options.

**Option 1. Habitat Conservation Plan**
Comply with an approved habitat conservation plan under the U.S. Endangered Species Act (or local equivalent for projects outside the U.S.) for each identified species or ecological community.

OR

**Option 2. Habitat Conservation Plan Equivalent**
Work with a qualified biologist or ecologist, a conservation organization, or the appropriate national, state or local agency to create and implement a conservation plan that includes the following actions:

- Identify and map the extent of the habitat and the appropriate buffer, not less than 100 feet (30 meters), according to best available scientific information.
- If on-site protection can be accomplished, analyze threats from development and develop a monitoring and management plan that eliminates or significantly reduces the threats.

- Protect the identified habitat and buffer in perpetuity by donating or selling the land or a conservation easement on the land to an accredited land trust, conservation organization, or relevant government agency.
- If any portion of the identified habitat and buffer cannot be protected in perpetuity, quantify the effects by acres (hectares) or number of plants and/or animals affected, and protect from development in perpetuity habitat of similar or better quality, on-site or off-site, by donating or selling a conservation easement on it to an accredited land trust, conservation organization, or relevant government agency. The donation or easement must cover an amount of land equal to or larger than the area that cannot be protected.

# SLL PREREQUISITE: WETLAND AND WATER BODY CONSERVATION
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To preserve water quality, natural hydrology, habitat, and biodiversity through conservation of *wetlands* and *water bodies.*

## Requirements

**ND PLAN, ND**

Limit development effects on wetlands, water bodies, and surrounding buffer land according to the requirements below.

**Case 1. Sites without Sensitive Areas**

Locate the *project* on a site that includes no *preproject* wetlands, water bodies, land within 50 feet (15 meters) of wetlands, and land within 100 feet (30 meters) of water bodies.

**Case 2. Sites with Sensitive Areas**

If the site has preproject wetlands, water bodies, land within 50 feet (15 meters) of wetlands, or land within 100 feet (30 meters) of water bodies, select one of the following two options:

**Option 1. No Development on Wetlands and Water Bodies**
Locate the project such that *preproject* wetlands, water bodies, land within 50 feet (15 meters) of wetlands, and land within 100 feet (30 meters) of water bodies are not affected by new development, unless the development is minor improvements or is on *previously developed* land.

OR

**Option 2. Rainwater Management and Protected Buffers**
Earn at least 1 point under GIB Credit Rainwater Management, and limit any development beyond minor improvements to less than the percentage of buffer land listed in Table 1.

**Table 1. Maximum allowable area of development within buffer zone, by project density**

| *Residential density* | | *Nonresidential density (FAR)** | *Percentage of buffer land** where development beyond minor improvements is allowed* |
|---|---|---|---|
| *DU/acre** | *DU/hectare** | | |
| > 25 | > 62 | > 1.75 | ≤ 20% |
| > 18 and ≤ 25 | > 45 and ≤ 62 | > 1.25 to ≤ 1.75 | ≤ 15% |
| > 10 and ≤ 18 | > 25 and ≤ 45 | > .75 to ≤ 1.25 | ≤ 10% |
| ≤ 10 | ≤ 25 | ≤ .75 | ≤ 5% |

DU = dwelling unit; FAR = floor-area ratio.

* For this option, a mixed-use project may use either its residential or its nonresidential *density* to determine the percentage of allowable development, regardless of which is higher.
** Buffer width may vary as long as the total buffer area is equal to the area within 50 feet (15 meters) of wetlands and/or within 100 feet (30 meters) of water bodies, minus excluded features (see list of minor improvements, below). In no case may the buffer width be less than 25 feet (7.5 meters) for wetlands and 50 feet (15 meters) for water bodies, measured from the edge. Inside this minimum buffer, only minor improvements and/or improvements that result in no ecological impairment of the wetland or water body, as determined by a qualified biologist, are allowed.

**For All Projects**
Comply with all local, state, and national regulations pertaining to wetland and water body conservation.
The following features are not considered wetlands, water bodies, or buffer land that must be protected for the purposes of this prerequisite:

- previously developed land;
- man-made water bodies (such as industrial mining pits, concrete-lined canals, or stormwater retention ponds) that lack natural edges and floors or native ecological communities in the water and along the edge;
- man-made linear wetlands that result from the interruption of natural drainages by *existing* rights-of-way; and
- wetlands that were man-made incidentally and have been rated “poor” for all measured wetland functions, as assessed by a qualified biologist using a method that is accepted by state or regional permitting agencies (or a local equivalent for projects outside the U.S.).

Minor improvements within the buffer may be undertaken to enhance appreciation for the wetland or water body, provided such facilities are open to public access. Only the following improvements are permitted:

- bicycle and pedestrian pathways no more than 12 feet wide (3.5 meters), of which no more than 8 total feet (2.5 meters) may be impervious;
- activities to maintain or restore native natural communities and/or natural hydrology;
- one single-story structure not exceeding 500 square feet (45 square meters) per 300 linear feet (90 linear meters) of buffer, on average;
- grade changes necessary to ensure public access;
- clearings, limited to one per 300 linear feet (90 linear meters) of buffer, on average, not exceeding 500 square feet (45 square meters) each, for tables, benches, and access for nonmotorized recreational watercraft;
- removal of hazardous trees (up to 75% of dead trees), trees smaller than 6 inches (150 millimeters) in diameter at breast height, trees with a condition rating of less than 40%, and up to 20% of trees larger than 6 inches (150 millimeters) in diameter at breast height with a condition rating of 40% or higher, as based on an assessment by an arborist certified by the International Society of Arboriculture (ISA) using ISA standard measures or for projects outside the U.S.an equivalent certified professional utilizing equivalent methodology; and
- *brownfield* remediation activities.

Off-street parking is not considered a minor improvement.

Direct development of wetlands and water bodies is prohibited, except for minimal-impact structures, such as an elevated boardwalk, that allow access to the water for educational and recreational purposes. Structures that protrude into wetlands or water bodies may be replaced, provided the replacement structure has the same or smaller footprint and a similar height.

# SLL PREREQUISITE: AGRICULTURAL LAND CONSERVATION
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To preserve irreplaceable agricultural resources by protecting *prime* and *unique farmland* from development.

## Requirements

**ND PLAN, ND**

Locate the *project* on a site that is not within a state or locally designated agricultural preservation district (or local equivalent for projects outside the U.S.), unless any changes made to the site conform to the requirements for development within the district (as used in this requirement, "district" does not equate to land-use zoning).

Meet the requirements of one of the following five options.

**Option 1. Infill Sites**
Locate the project on an *infill site.*

OR

**Option 2. Sites Served by Transit**
Comply with SLL Prerequisite Smart Location, Option 3, Transit Corridor.

OR

**Option 3. Development Rights Receiving Area**
Locate the project within a designated receiving area for development rights under a publicly administered farmland protection program that provides for the transfer of development rights from lands designated for conservation to lands designated for development.

OR

**Option 4. Sites without Affected Soils**
Locate the project's *development footprint* such that it does not disturb prime farmland, unique farmland, or farmland of statewide or local importance as defined by the U.S. Code of Federal Regulations, Title 7, Volume 6, Parts 400 to 699, Section 657.5 and identified in a state Natural Resources Conservation Service soil survey (or local equivalent for projects outside the U.S.).

OR

**Option 5. Sites with Affected Soils**
If development footprint affects land with prime farmland, unique farmland, or farmland of statewide or local importance as defined by the U.S. Code of Federal Regulations, Title 7, Volume 6, Parts 400 to 699, Section 657.5 and identified in a state Natural Resources Conservation Service soil survey (or local equivalent for projects outside the U.S.), mitigate the loss through the purchase or donation of easements providing permanent protection from development on land with comparable soils in accordance with the ratios based on densities per acre (per hectare) of *buildable land* listed in Tables 1 and 2.

**Table 1. Mitigation ratios for projects in large metropolitan or micropolitan statistical areas (pop. 250,000 or more)**

| *Residential density* | | *Nonresidential density (FAR of buildable land available for nonresidential use)* | *Mitigation ratio (area of easement : area of project on prime, unique, or significant farmland)* |
|---|---|---|---|
| *DU per acre of buildable land available for residential use* | *DU per hectare of buildable land available for residential use* | | |
| > 7 and ≤ 8.5 | > 17.5 and ≤ 21 | > 0.50 and ≤ 0.67 | 2 to 1 |
| > 8.5 and ≤ 10 | > 21 and ≤ 25 | > 0.67 and ≤ 0.75 | 1.5 to 1 |
| > 10 and ≤ 11.5 | > 25 and ≤ 28.5 | > 0.75 and ≤ 0.87 | 1 to 1 |
| > 11.5 and ≤ 13 | > 28.5 and ≤ 32 | > 0.87 and ≤ 1.0 | .5 to 1 |
| > 13 | > 32 | > 1.0 | No mitigation |

**Table 2. Mitigation ratios for projects in small metropolitan or micropolitan statistical areas (pop. less than 250,000)**

| *Residential density* | | *Nonresidential density (FAR of buildable land available for nonresidential use)* | *Mitigation ratio (area of easement : area of project on prime, unique, or significant farmland)* |
|---|---|---|---|
| *DU/acre of buildable land available for residential use* | *DU/hectare of buildable land available for residential use* | | |
| > 7 and ≤ 8 | > 17.5 and ≤ 20 | > 0.50 and ≤ 0.58 | 2 to 1 |
| > 8 and ≤ 9 | > 20 and ≤ 22 | > 0.58 and ≤ 0.67 | 1 to 1 |
| > 9 and ≤ 10 | > 22 and ≤ 25 | > 0.67 and ≤ 0.75 | 0.5 to 1 |
| > 10 | > 25 | > 0.75 | No mitigation |

DU = dwelling unit; FAR = floor-area ratio.

All off-site mitigation must be located within 100 miles (160 kilometers) of the project.
Up to 15% of the affected farmland area may be subtracted from the mitigation area required of the project in Tables 1 and 2 if it is permanently dedicated for community gardens. Portions of parking structures devoted exclusively to parking must be excluded from the numerator when calculating the *floor-area ratio* (FAR).

The mitigation ratio for a mixed-use project is calculated as follows:
1. Determine the total floor area of all residential and nonresidential uses.
2. Calculate the percentage residential and percentage nonresidential of the total floor area.
3. Determine the density of the residential and nonresidential components as measured in *dwelling units* per acre and FAR, respectively.
4. Referring to Tables 1 and 2, find the appropriate mitigation ratios for the residential and nonresidential components.
5. If the mitigation ratios are different, multiply the mitigation ratio of the residential component by its percentage of the total floor area, and multiply the mitigation ratio of the nonresidential component by its percentage.
6. Add the two numbers produced by step 5. The result is the mitigation ratio.

# SLL PREREQUISITE: FLOODPLAIN AVOIDANCE
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To protect life and property, promote open space and habitat conservation, and enhance water quality and natural hydrologic systems.

## Requirement

**ND PLAN, ND**

**Case 1. Sites without Flood Hazard Areas**

Locate on a site that is entirely outside any flood hazard area shown on a legally adopted flood hazard map or otherwise legally designated by the local jurisdiction or the state. For projects in places without legally adopted flood hazard maps or legal designations, locate on a site that is entirely outside any floodplain subject to a 1% or greater chance of flooding in any given year.

**Case 2. Infill or Previously Developed Sites with Flood Hazard Areas**

Locate the *project* on an *infill site* or a *previously developed site* and select one of the following two options.

**Option 1. American Society of Civil Engineers Standard**

For any portion of the site within the flood hazard area, design buildings in accordance with American Society of Civil Engineers Standard 24-05 (ASCE 24).

If the project includes construction of a critical facility that is intended to remain operational in the event of a flood, or whose function is critical for postflood recovery, design the facility to be protected and operable at the floodwater levels specified in ASCE 24, or at the water levels represented by a 0.2% annual chance (500-year) flood, whichever is higher. For the purpose of this requirement, critical facilities include, but are not limited to, hospitals, emergency operations centers, building or portions of buildings designated as emergency shelters, water and sewage treatment facilities, and fire and police stations.

OR

**Option 2. National Flood Insurance Program**

For any portion of the site within the flood hazard area, design buildings in accordance with National Flood Insurance Program (NFIP) requirements. Project outside the U.S. may use a local equivalent to NFIP if the program is equal to or more stringent than NFIP and is administered at the national level.

> If the project involves a critical facility that is intended to remain operational in the event of a flood, or whose function is critical for postflood recovery, design the facility to be protected and operable at the water levels represented by a 0.2% annual chance (500-year) flood. For the purpose of this requirement, critical facilities include, but are not limited to, hospitals, emergency operations centers, building or portions of buildings designated as emergency shelters, water and sewage treatment facilities, and fire and police stations.

**Case 3. All Other Sites with Flood Hazard Areas**

Meet the requirements of one of the following two options.

**Option 1. American Society of Civil Engineers Standard**

Previously developed portions of the site
On portions of the site that are previously developed and in the flood hazard area, design buildings in accordance with American Society of Civil Engineers Standard 24-05 (ASCE 24).

Nonpreviously developed portions of the site
On portions of the site that are not previously developed and in the flood hazard area, do not develop on land that is within either a regulatory floodway or a coastal high hazard area (Zone V), as shown on the flood hazard map.

On all other portions of the site that are not previously developed and in the flood hazard area, design buildings in accordance with ASCE 24.

Critical facilities in the flood hazard area
If the project involves a critical facility that is intended to remain operational in the event of a flood, or whose function is critical for postflood recovery, design the facility to be protected and operable at the floodwater levels specified in ASCE 24 or at the water levels represented by a 0.2% annual chance (500-year) flood, whichever is higher. For the purpose of this requirement, critical facilities include, but are not limited to, hospitals, emergency operations centers, building or portions of buildings designated as emergency shelters, water and sewage treatment facilities, and fire and police stations.

OR

**Option 2. National Flood Insurance Program**

Previously developed portions of the site
On portions of the site that are previously developed and in the flood hazard area, design buildings in accordance with National Flood Insurance Program (NFIP) requirements. Project outside of the U.S. may use a local equivalent to NFIP if the program is equal to or more stringent than NFIP and is administered at the national level.

Nonpreviously developed portions of the site
On portions of the site that are not previously developed and in the flood hazard area, do not develop on land that is within either a regulatory floodway or a coastal high hazard area (Zone V), as shown on the flood hazard map.

On all other portions of the site that are not previously developed and in the flood hazard area, design buildings in accordance with NFIP.

Critical facilities in the flood hazard area
If the project involves a critical facility that is intended to remain operational in the event of a flood, or whose function is critical for postflood recovery, design the facility to be protected and operable at the water levels represented by a 0.2% annual chance (500-year) flood. For the purpose of this requirement, critical facilities include, but are not limited to, hospitals, emergency operations centers, building or portions of buildings designated as emergency shelters, water and sewage treatment facilities, and fire and police stations.

# SLL CREDIT: PREFERRED LOCATIONS

ND
**1–10 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To encourage development within *existing* cities, suburbs, and towns to reduce the environmental and public health consequences of sprawl. To reduce development pressure beyond the limits of existing development. To conserve the natural and financial resources required for infrastructure.

## Requirements

**ND PLAN, ND**

Achieve any combination of requirements in the following three options, for a total of up to 10 points.

**Option 1. Location Type (1–5 points)**

Locate the *project* in one of the following locations:

- a *previously developed site* that is not an *adjacent site* or *infill site* (1 point);
- an *adjacent site* that is also a previously developed site (2 points);
- an infill site that is not a previously developed site (3 points); or
- an infill site that is also a previously developed site (5 points).

AND/OR

**Option 2. Connectivity (1-5 points)**

Locate the project in an area that has existing *connectivity,* as listed in Table 1. Measure connectivity one of two ways:

- within 1/2 mile (800 meters) of the project boundary; or
- within the project and within ½ mile (800 meters) of the project boundary.

Intersections within the site cannot be counted if they were constructed or funded by the *developer* within the past 10 years.

**Table 1. Points for connectivity**

| Intersections per square mile | Intersections per square kilometer | Points |
|---|---|---|
| 200–249 | 320–399 | 1 |
| 250–299 | 400–479 | 2 |
| 300–349 | 480–559 | 3 |
| 350–399 | 560–639 | 4 |
| > 400 | > 640 | 5 |

AND/OR

**Option 3. Designated High-Priority Locations (3 points)**

Earn at least 2 points under NPD Credit Housing Types and Affordability, Option 2, Affordable Housing.

AND

Locate the project in one of the following high-priority redevelopment areas:

- a site listed by the EPA National Priorities List;
- a Federal Empowerment Zone site;
- a Federal Enterprise Community site;
- a Federal Renewal Community site;
- a Department of the Treasury Community Development Financial Institutions Fund Qualified Low-Income Community (a subset of the New Markets Tax Credit Program);
- a site in a U.S. Department of Housing and Urban Development's Qualified Census Tract (QCT) or Difficult Development Area (DDA); or
- a local equivalent program administered at a national level for projects outside the U.S.

## SLL CREDIT: BROWNFIELD REMEDIATION

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To encourage the cleanup of contaminated lands and developing sites that have been identified as contaminated.

**Requirements**

**ND PLAN, ND (SLL)**

**Option 1. Brownfield Site (1 point)**

At a project site identified as a brownfield or where soil or groundwater contamination has been identified, and the local, state, or national authority (whichever has jurisdiction) requires its remediation, perform remediation to the satisfaction of that authority.

OR

**Option 2. High-Priority Redevelopment Area (2 points)**
Achieve the requirements in Option 1.

AND

Locate the project in one of the following high-priority redevelopment areas:

- EPA National Priorities List
- Federal Empowerment Zone
- Federal Enterprise Community
- Federal Renewal Community
- Department of the Treasury Community Development Financial Institutions Fund Qualified Low-Income Community (a subset of the New Markets Tax Credit Program)
- U.S. Department of Housing and Urban Development's Qualified Census Tract (QCT) or Difficult Development Area (DDA)
- Or a local equivalent program administered at the national level for projects outside the U.S.

# LT CREDIT: ACCESS TO QUALITY TRANSIT

ND
**1–7 points**
This credit applies to

- Neighborhood Development Plan (1–7 points)
- Neighborhood Development (1–7 points)

## Intent

To encourage development in locations shown to have multimodal transportation choices or otherwise reduced motor vehicle use, thereby reducing greenhouse gas emissions, air pollution, and other environmental and public health harms associated with motor vehicle use.

## Requirements

### ND PLAN, ND

Locate the project on a site with existing or planned transit (i.e., service with the funding commitments as specified in SLL Prerequisite Smart Location) service such that at least 50% of *dwelling units* and nonresidential use entrances (inclusive of existing buildings) are within a ¼-mile (400-meter) *walking distance* of at least one bus or *streetcar* stop, or within a ½-mile (800-meter) walking distance of at least one *bus, streetcar, or rideshare stops or within a ½-mile (800-meter) walking distance of bus rapid transit* stop, light or heavy rail station, commuter rail station, or commuter ferry terminal and the transit service at the stop(s) in aggregate meets the minimums listed in Tables 1 and 2.

Projects must meet the requirements for both weekday and weekend trips and provide service every day.

**Table 1. Minimum daily transit service for projects with multiple transit types (bus, *streetcar*, rail, or ferry).**

| Weekday trips | Weekend trips | Points |
|---|---|---|
| 60 | 40 | 1 |
| 76 | 50 | 2 |
| 100 | 65 | 3 |
| 132 | 85 | 4 |
| 180 | 130 | 5 |
| 246 | 150 | 6 |
| 320 | 200 | 7 |

**Table 2. Minimum daily transit service for projects with commuter rail or ferry service only**

| Weekday trips | Weekend trips | Points |
|---|---|---|
| 24 | 6 | 1 |
| 40 | 8 | 2 |
| 60 | 12 | 3 |

Projects served by two or more transit routes such that no one route provides more than 60% of the prescribed levels may earn an additional point, up to the maximum number of points.

If existing transit service is temporarily rerouted outside the required distances for less than two years, the project may meet the requirements, provided the local transit agency has committed to restoring the routes with service at or above the prior level.

# LT CREDIT: BICYCLE FACILITIES

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan (1-2 points)
- Neighborhood Development (1-2 points)

## Intent

To promote bicycling and transportation efficiency and reduce vehicle distance traveled. To improve public health by encouraging utilitarian and recreational physical activity.

## Requirements

**ND PLAN, ND**
Meet the following requirements in 90% of all new buildings. The buildings that do not have bicycle storage may not exceed 10% of the total project building floor area.

**Non-Residential (excluding Retail) Buildings**
Provide short-term bicycle storage for at least 2.5% of peak visitors, but no fewer than four storage spaces per building.

Provide long-term bicycle storage for at least 5% of all regular building occupants, but no fewer than four storage spaces per building in addition to the short-term bicycle storage spaces. Provide at least one on-site shower with changing facility for the first 100 regular building occupants and one additional shower for every 150 regular building occupants thereafter.

**Multi-unit Residential Buildings**
Provide short-term bicycle storage for at least 2.5% of all peak visitors, but no fewer than four storage spaces per building.

Provide long-term bicycle storage for at least 30% of all regular building occupants, but no less than one storage space per residential unit.

**Retail Buildings**
Provide at least two short-term bicycle storage spaces for every 5,000 square feet (465 square meters), but no fewer than two storage spaces per building.

Provide long-term bicycle storage for at least 5% of regular building occupants, but no fewer than two storage spaces per building in addition to the short-term bicycle storage.

Provide at least one on-site shower with changing facility for the first 100 regular building occupants and one additional shower for every 150 regular building occupants thereafter.

**Mixed-Use Buildings**
Meet the above requirements for the project's non-residential, multi-unit residential, and retail spaces.

**For all projects:**

*Short-term bicycle storage* must be within 100 feet (30 meters) walking distance of any main entrance. *Long-term bicycle storage* must be within 100 feet (30 meters) walking distance of any *functional entry*. It must be easily accessible to all building users.

Shower and changing facility requirements may be met by providing the equivalent of free access to on-site health club shower facilities, if the health club can be accessed without going outside.

Additionally, meet the requirements of at least one of the following two options.

**Option 1. Bikable Location (1 point)**

Locate the *project* such that the project boundary is within ¼ mile (400 meters) bicycling distance of an existing bicycle network that connects to at least one of the following.

- at least 10 diverse uses (see Appendix 1);
- a school or *employment center,* if the project total floor area is 50% or more residential; or
- *a bus rapid transit* stop, light or heavy rail station, commuter rail station, or ferry terminal.

All destinations must be within a 3-mile (4800-meter) bicycling distance of the project boundary.

AND/OR

**Option 2. Bicycle Network (1 point)**

Design the *project* such that at least 50% of *dwelling units* and nonresidential use entrances are located on an existing or planned *bicycle network* extending at least 3 continuous miles (4.8 contiguous kilometers). Within those 3 miles (4.8 kilometers), the network must connect to one of the following:

- a school;
- an employment center; or
- at least 10 diverse uses (see Appendix 1).

# SLL CREDIT: HOUSING AND JOBS PROXIMITY

ND
**3 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To encourage balanced communities with a proximate housing and employment opportunities.

## Requirements

**ND PLAN, ND**

**Option 1. Project with Affordable Residential Component (3 points)**

Include a residential component equaling at least 30% of the *project*'s total building floor area (exclusive of parking structures), and locate or design the project such that its geographic center (or boundary if the project exceeds 500 acres [200 hectares]) is within a ½-mile (800-meter) *walking distance* of *existing* full-time equivalent jobs whose number equals or exceeds the number of *dwelling units* in the project. Satisfy the requirements necessary to earn at least 1 point under NPD Credit Housing Types and Affordability, Option 2, Affordable Housing.

**Option 2. Project with Residential Component (2 points)**

Include a residential component equaling at least 30% of the project's total building floor area (exclusive of parking structures) and locate or design the project such that its geographic center (or boundary if the project exceeds 500 acres [200 hectares]) is within a ½-mile (800-meter) walking distance of existing full-time equivalent jobs whose number equals or exceeds the number of dwelling units in the project.

**Option 3. Infill Project with Nonresidential Component (1 point)**

Include a nonresidential component equaling at least 30% of the project's total building floor area (exclusive of parking structures) and locate on an *infill site* whose geographic center (or boundary if the project exceeds 500 acres [200 hectares]) is within a ½-mile (800-meter) walking distance of an existing rail transit, ferry, or tram stop and within a ½-mile (800-meter) walking distance of existing dwelling units whose number equals or exceeds 50% of the number of new full-time equivalent jobs located in the project.

# SLL CREDIT: STEEP SLOPE PROTECTION

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To minimize erosion, protect habitat, and reduce stress on natural water systems by preserving steep slopes in a natural, vegetated state.

## Requirements

**ND PLAN, ND**

The following requirements apply to projects sites that have slopes greater than 15%.

Ensure that the share of the development footprint on existing slopes less than 15% is greater than the share of the project site with existing slopes greater than 15%.

On any existing, previously developed slopes steeper than 15%, restore the slope area with *native plants* or noninvasive *adapted plants,* according to Table 1. In addition, on any existing, undeveloped slopes steeper than 15%, limit the development area according to Table 1.

**Table 1. Required restoration and protection areas of slope**

| Slope | Previously developed slopes:<br>% of area to be restored | Undeveloped slopes:<br>% of area permitted for development |
|---|---|---|
| > 40% | 100% | No development permitted |
| 26% to 40% | 60% | 40% |
| >15% to 25% | 40% | 60% |

For undeveloped slopes steeper than 40%, do not disturb portions of the project site within 50 feet (15 meters) horizontally of the top of the slope and 75 feet (23 meters) horizontally from the toe of the slope.

Develop *covenants, conditions, and restrictions* (CC&Rs), development agreements, or other binding documents that will protect all steep slopes in perpetuity.

# SLL CREDIT: SITE DESIGN FOR HABITAT OR WETLAND AND WATER BODY CONSERVATION

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To conserve native plants, wildlife habitat, wetlands, and water bodies.

**Requirements**

**ND PLAN, ND (SLL)**

**Case 1. Sites without Significant Habitat or Wetlands and Water Bodies (1 point)**
Locate the project on a site that does not have significant habitat, as defined in Case 2 of this credit, and is not within 100 feet (30 meters) of such habitat. Fulfill the requirements of Case 1 or Case 2, Option 1 (with no minor improvements within buffer areas) under SLL Prerequisite Wetland and Water Body Conservation.

**Case 2. Sites with Habitat or Wetlands or Water Bodies (1 point)**

Meet the requirements of Option 1 or Option 2.

**Option 1. Sites with Significant Habitat**
Work with both the state's Natural Heritage Program and the state fish and wildlife agency (or local equivalent agency for projects outside the U.S.) to delineate identified significant habitat on the site. Do not disturb significant habitat or portions of the site within an appropriate buffer around the habitat. The geographic extent of the habitat and buffer must be identified by a qualified biologist, a nongovernmental conservation organization, or the appropriate state, regional, or local agency. Protect significant habitat and its identified buffers from development by donating or selling the land, or a conservation easement on the land, to an accredited land trust, conservation organization, or relevant government agency (a deed covenant is not sufficient to meet this requirement) for the purpose of long-term conservation.

Identify and commit to ongoing management activities, along with parties responsible for management and funding available, such that habitat is maintained in preproject condition or better for a minimum of three years after the project is built out. The requirement for identifying ongoing management activities may also be met by earning SLL Credit Long-Term Conservation Management of Habitat or Wetlands and Water Bodies.

Significant habitat for this credit is as follows:

- *Endangered species acts.* Habitat for species that are listed or are candidates for listing under state or national endangered species acts, habitat for species of special concern in the state, and habitat for species or ecological communities classified as GH, G1, G2, G3, S1, or S2 by NatureServe (local equivalent standards for threatened and endangered species may be used in countries outside the U.S. that do not have access to NatureServe data);
- *Locally or regionally significant habitat.* Locally or regionally significant habitat of any size, or patches of predominantly native vegetation at least 150 acres (60 hectares) (even if part of the area lies outside the project boundary); and
- *Habitat flagged for conservation.* Habitat flagged for conservation under a regional or state conservation or green infrastructure plan.

OR

**Option 2. Sites with Wetlands and Water Bodies (1 point)**
Design the project to conserve 100% of all water bodies, wetlands, land within 100 feet (30 meters) of water bodies, and land within 50 feet (15 meters) of wetlands on the site. Using a qualified biologist, conduct an assessment, or compile existing assessments, showing the extent to which those water bodies or wetlands provide (1) water quality maintenance; (2) wildlife habitat; and (3) hydrologic function maintenance, including flood protection. Assign appropriate buffers, measuring not less than 100 feet (30 meters) for water bodies and 50 feet (15 meters) for wetlands, based on the functions provided, contiguous soils and slopes, and contiguous land uses. Do not disturb wetlands, water bodies, or their buffers, and protect them from development by donating or selling the land, or a conservation easement on the land, to an accredited land trust, conservation organization, or relevant government agency (a deed covenant is not sufficient to meet this requirement) for the purpose of long-term conservation.

Identify and commit to ongoing management activities, along with parties responsible for management and funding available, such that habitat is maintained in preproject condition or better for a minimum of three years after the project is built out. The requirement for identifying ongoing management activities may also be met by earning SLL Credit Long-Term Conservation Management of Habitat or Wetlands and Water Bodies. The project does not meet the requirements if it degrades habitat for species identified in endangered species acts or habitat flagged for conservation in Option 1.

**For All Projects**
The following features are not considered wetlands, water bodies, or buffer land that must be protected:

a. previously developed land;
b. man-made water bodies (such as industrial mining pits, concrete-lined canals, or rainwater retention ponds) that lack natural edges and floors or native ecological communities in the water and along the edge;
c. man-made linear wetlands that result from the interruption of natural drainages by existing rights-of-way; and
d. wetlands that were created incidentally by human activity and have been rated “poor” for all measured wetland functions, as assessed by a qualified biologist using a method that is accepted by state or regional permitting agencies (or a local equivalent method for projects outside the U.S.).

## SLL CREDIT: RESTORATION OF HABITAT OR WETLANDS AND WATER BODIES

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To restore native plants, wildlife habitat, wetlands, and water bodies harmed by previous human activities.

**Requirements**

**ND PLAN, ND (SLL)**

Using only native plants, restore *predevelopment* native ecological communities, *water bodies*, or *wetlands* on the *project* site in an area equal to or greater than 10% of the *development footprint*.

Work with a qualified biologist to ensure that restored areas will have the native species assemblages, hydrology, and other habitat characteristics that likely occurred in predevelopment conditions. Protect such areas from development by donating or selling the land, or a conservation easement on the land, to an accredited land trust, conservation organization or relevant government agency (a deed covenant is not sufficient to meet this requirement) for the purpose of long-term conservation.

Identify and commit to ongoing management activities, along with parties responsible for management and funding available, so that restored areas are maintained for a minimum of three years after the project is built out or the restoration is completed, whichever is later. The requirement for identifying ongoing management activities may also be met by earning SLL Credit Long-Term Conservation Management of Habitat or Wetlands and Water Bodies.

The project does not meet the requirements if it has negative effects on habitat for species identified in endangered species acts or habitat flagged for conservation in Option 1 of SLL Credit Site Design for Habitat or Wetland and Water Body Conservation.

# SLL CREDIT: LONG-TERM CONSERVATION MANAGEMENT OF HABITAT OR WETLANDS AND WATER BODIES

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To conserve native plants, wildlife habitat, wetlands, and water bodies.

**Requirements**

**ND PLAN, ND (SLL)**

Create and commit to implementing a long-term (at least 10-year) management plan for existing or recently restored on-site native habitats, water bodies, or wetlands and their buffers, and create a guaranteed funding source for management.

Involve a qualified biologist or a professional from a natural resources agency or natural resources consulting firm in writing the management plan and conducting or evaluating the ongoing management.

The plan must include biological objectives consistent with habitat or water resource conservation, and it must identify the following:

- procedures and personnel for maintaining the conservation areas;
- estimated implementation costs and funding sources; and
- any threats that the project poses for habitat or water resources within conservation areas (e.g., introduction of exotic species, intrusion of residents in habitat areas) and measures to substantially reduce those threats.

The project does not meet the requirements if it has negative effects on habitat for species identified in endangered species acts or habitat flagged for conservation in Option 1 of SLL Credit Site Design for Habitat or Wetland and Water Body Conservation.

# NEIGHBORHOOD PATTERN AND DESIGN (NPD)

## NPD PREREQUISITE: WALKABLE STREETS
## Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

### Intent

To promote transportation efficiency and reduce vehicle distance traveled. To improve public health by providing safe, appealing, and comfortable street environments that encourage daily physical activity and avoid pedestrian injuries.

### Requirements

**ND PLAN, ND**

Design and build the *project* to achieve all of the following:

a. 90% of new buildings have a *functional entry* onto the circulation network or other public space, such as a *park* or *plaza,* but not a parking lot. Whether opening to the circulation network or other public space, the functional entry must be connected to a sidewalk or equivalent provision for walking. If the public space is a square, park, or plaza, it must be at least 50 feet (15 meters) deep, measured at a point perpendicular to each entry.

b. At least 15% of the *block length* of the *existing* and new circulation networks within and bordering the project has a minimum building-height-to-street-centerline ratio of 1:1.5 (i.e., a minimum of 1 foot [300 millimeters] of building height for every 1.5 feet [450 millimeters] of width from street centerline to building façade). Alleys may be omitted from the calculations.

   - Projects that border a part of the circulation network must meet only their proportional share of the height-to-width ratio (i.e., only on the project side of the circulation network).

   - Building height is measured to eaves or, for a flat-roof structure, to the rooftop. For buildings with multiple heights or widths, use average heights or widths weighted by each portion's share of the total height or width.

c. Continuous sidewalks or equivalent *all-weather routes* for walking are provided along both sides of 90% of the circulation network block length within the project, including the project side of circulation network bordering the project. Bicycle- and pedestrian-only paths meet this requirement. New sidewalks must be at least 8 feet (2.5 meters) wide on retail or mixed-use blocks and at least 4 feet (1.2 meters) wide on all other blocks.

d. No more than 20% of the block length of the circulation network within the project is faced directly by garage and service bay openings. Alleys may be omitted from the calculations.

Portions of projects containing *historic buildings* or contributing buildings in a designated *historic district* subject to review by a local historic preservation entity are exempt from (b), (c), and (d) if approval for compliance is not granted.

Portions of projects containing historic buildings or contributing buildings in historic districts listed in or eligible for listing in a state provincial, or regional register, or the National Register of Historic Places that are subject to review by a state historic preservation office or the National Park Service (or local equivalent for projects outside the U.S.) are exempt from (b), (c), and (d) if approval for compliance is not granted.

# NPD PREREQUISITE: COMPACT DEVELOPMENT
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To conserve land. To promote livability, walkability, and transportation efficiency and reduce vehicle distance traveled. To leverage and support transit investments. To improve public health by encouraging daily physical activity.

## Requirements

**ND PLAN, ND**

Design and build the project to meet the densities specified below. Minimum densities must be met for both (1) the entire project at full build-out and (2) the portion of the project that will be built within five years of the date that the first new building of any type is occupied.

**Case 1. Projects with Access to Quality Transit**
For *projects* with *existing* or planned transit service (i.e., service with the funding commitments as specified in SLL Prerequisite Smart Location) that meets or exceeds the 2-point threshold in SLL Credit Access to Quality Transit, build at the following densities, based on the *walking distances* to the transit service specified in that SLL credit:

- for residential components located within the walking distances: 12 or more *dwelling units* per acre (30 DU per hectare) of buildable land available for residential uses;
- for residential components falling outside the walking distances: 7 or more dwelling units per acre (17.5 DU per hectare) of buildable land available for residential uses;
- for nonresidential components located within the walking distances: 0.80 or higher *floor-area ratio* (FAR) for the buildable land available for nonresidential uses; and
- for nonresidential components falling outside the walking distances: 0.50 or higher FAR for the buildable land available for nonresidential uses.

If the project location is served by a transit agency whose guidelines for minimum service densities are greater than the densities required by this prerequisite, the project must achieve those service densities instead.

**Case 2. All Other Projects**
Build any residential components of the project at a *density* of 7 or more dwelling units per acre (17.5 DU per hectare) of *buildable land* available for residential uses.

Build any nonresidential components of the project at a density of 0.50 or higher FAR for the buildable land available for nonresidential uses.

**For All Projects** Density calculations include all planned and existing buildings within the *project boundary,* excluding those portions of parking structures devoted exclusively to parking.

If the residential component of the project meets the minimum density requirement but the nonresidential component does not, or vice versa, include only the qualifying density. Use that component's dwelling units or nonresidential floor area in the numerator and the total buildable land area in the denominator. If the resulting density meets the minimum requirement, the prerequisite is achieved.

# NPD PREREQUISITE: CONNECTED AND OPEN COMMUNITY
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To promote *projects* that have high levels of internal connectivity and are well connected to the community. To encourage development within *existing* communities that promote transportation efficiency through multimodal transportation. To improve public health by encouraging daily physical activity.

## Requirements

### ND PLAN, ND

Meet the requirements of Case 1 if the project has no circulation network intersections within the project boundary and is five acres or less in size. All other projects must meet Case 2.

**Case 1. Surrounding Connectivity**
Locate the project such that the connectivity within ¼ mile (400 meters) of the project boundary is at least 90 intersections per square mile (35 intersections per square kilometer). Any part of the circulation network that is counted toward the connectivity requirement must be available for general public use and not gated. Gated areas are not considered available for public use, with the exception of education and health care campuses and military bases where gates are used for security purposes.

Additionally, any circulation network within the project must be available for general public use and not gated.

**Case 2. Internal Connectivity**
Design and build the project such that its internal *connectivity* is at least 140 intersections per square mile (54 intersections per square kilometer).

Any part of the circulation network counted toward the connectivity requirement must be available for general public use at all times and not gated. Additionally, no more than 10% of the project area may be accessed via circulation network that is gated. Education campuses, health care campuses, and military bases where gates are used for security purposes are exempt from the 10% limit, and intersections within those projects may be counted toward the connectivity requirement.

Design and build the project with at least one through-connection (of the circulation network) intersecting or terminating at the *project boundary* at least every 800 feet (245 meters), or at existing abutting intervals and intersections of the circulation network, whichever is the shorter distance. These requirements do not apply to portions of the boundary where connections cannot be made because of physical obstacles, such as prior platting of property, construction of existing buildings or other barriers, slopes steeper than 15%, *wetlands* and *water bodies,* railroad and utility rights-of-way, existing limited-access motor vehicle rights-of-way, and parks and dedicated open space.

# NPD CREDIT: WALKABLE STREETS

ND
**1–9 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To promote transportation efficiency and reduce *vehicle distance traveled.* To improve public health by providing safe, appealing, and comfortable *street* environments that encourage daily physical activity and avoid pedestrian injuries.

## Requirements

**ND PLAN, ND**

A *project* may earn a maximum of 9 points, awarded according to Table 1.

**Table 1. Points for walkable street features**

| *Items achieved* | *Points* |
|---|---|
| 2–3 | 1 |
| 4–5 | 2 |
| 6–7 | 3 |
| 8–9 | 4 |
| 10–11 | 5 |
| 12 | 6 |
| 13 | 7 |
| 14 | 8 |
| 15–16 | 9 |

Façades and Entries

a. At least 80% of the total linear distance of building façades facing the circulation network in the project is no more than 25 feet (7.5 meters) from the property line.

b. At least 50% of the total linear distance of building façades facing the circulation network in the project is no more than 18 feet (5.5 meters) from the property line.

c. At least 50% of the total linear distance of mixed-use and nonresidential building façades facing the circulation network in the project is within 1 foot (300 millimeters) of a sidewalk or equivalent walking route.

d. *Functional entries* to the building occur at an average of 75 feet (23 meters) or less along nonresidential or mixed-use buildings or *blocks.*

e. Functional entries to the building occur at an average of 30 feet (9 meters) or less along nonresidential or mixed-use buildings or blocks

Items (d) and (e) are cumulative.

Ground-Level Use and Parking

f. All ground-level retail, service, and trade uses that face a public space have clear glass on at least 60% of their façades between 3 and 8 feet (900 and 2500 millimeters) above grade.

g. If a façade extends along a sidewalk, no more than 40% of its length or 50 feet (15 meters), whichever is less, is blank (without doors or windows).

h. Any ground-level retail, service, or trade windows facing the circulation network must be kept visible (unshuttered) at night; this must be stipulated in *covenants, conditions, and restrictions* (CC&Rs) or other binding documents.

i. On-street parking is provided on at least 70% of both sides of the block length of all new and *existing* motorized portions of the circulation network, including the project side of bordering circulation network. The percentage of on-street parking is calculated by dividing the length of street designated for parking by the total length of the curb along each street, including curb cuts, driveways, and intersection radii. Space within the parking lane that is occupied by corner bulb-outs (within 24 feet [7 meters] of an intersection), transit stops, and motorcycle or bicycle parking may be counted as designated for parking in this calculation. Alleys may be exempted.

j. Continuous sidewalks or equivalent provisions for walking are available along both sides of the entire circulation network within the project, including the project side of the circulation network bordering the project. Bicycle- and pedestrian-only paths meet this requirement. New sidewalks must be at least 10 feet (3 meters) wide on retail or mixed-use blocks and at least 5 feet (1.5 meters) wide on all other blocks. Note that these requirements specify wider sidewalks than required by NPD Prerequisite Walkable Streets. Alleys may be exempted.

k. If the project has ground-floor *dwelling units,* the principal level of at least 50% of those units has an elevated finished floor at least 24 inches (60 centimeters) above the sidewalk grade. Below-grade basement spaces and/or *accessory dwelling units* are exempt from this requirement.

l. In nonresidential or mixed-use projects, 50% or more of the total number of office buildings includes ground-floor retail along 60% of the length of the street-level façade; 100% of mixed-use buildings include ground-floor retail, live-work spaces, or ground-floor dwelling units along at least 60% of the street-level façade; and all businesses or community services on the ground floor are accessible directly from sidewalks along the circulation network or other public space, such as a square, park, or plaza, but not a parking lot.

m. At least 40% of the block length of the circulation network within the project has a minimum building-height-to-street-centerline ratio of 1:1.5 (i.e., at least 1 foot (30 centimeters) of building height for every 1.5 feet (45 centimeters) of width from *circulation network* centerline to building façade). Alleys may be exempted.

Projects that border a part of the circulation network must meet only their proportional share of the height-to-centerline ratio (i.e., only on the project side of the circulation network).

Building height is measured to eaves or, for a flat-roof structure, to the rooftop, and width is measured façade to centerline. For buildings with multiple heights or widths, use average heights or widths weighted by each portion's share of the total height or width.

Design Speeds for Safe Pedestrian and Bicycle Travel

n. 75% of the length of new residential-only motorized parts of the circulation network within the project is designed for a target speed of no more than 20 mph (30 km/h).

o. 70% of the length of new nonresidential or mixed-use motorized parts of the circulation network within the project is designed for a target speed of no more than 25 mph (40km/h). A multiway boulevard, with travel lanes separated from access lanes by medians, may apply this requirement to its outer access lanes only (through-lanes are exempt), provided pedestrian crosswalks are installed across the boulevard at intervals no greater than 800 feet (245 meters).

Sidewalk Intrusions

p. At-grade crossings with driveways account for no more than 10% of the length of sidewalks within the project.

# NPD CREDIT: COMPACT DEVELOPMENT

ND
**1–6 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To conserve land and protect farmland and wildlife habitat by encouraging development in areas with existing infrastructure. To promote livability, walkability, and transportation efficiency, and reduce vehicle distance traveled. To improve public health by encouraging daily physical activity.

## Requirements

### ND PLAN, ND

Design and build the *project* such that residential and nonresidential components achieve the *densities* per acre (per hectare) of *buildable land* listed in Table 1 at build-out or within five years of the date that the first new building of any type is occupied (excluding those portions of parking structures devoted to parking), whichever is lower.

**Table 1. Points for density per acre (hectare) of buildable land**

| Residential density | | Nonresidential density (FAR) | Points |
|---|---|---|---|
| DU/acre | DU/hectare | | |
| > 10 and ≤ 13 | > 25 and ≤ 32 | > 0.75 and ≤ 1.0 | 1 |
| > 13 and ≤ 18 | > 32 and ≤ 45 | > 1.0 and ≤ 1.25 | 2 |
| > 18 and ≤ 25 | > 45 and ≤ 62 | > 1.25 and ≤ 1.75 | 3 |
| > 25 and ≤ 38 | > 62 and ≤ 94 | > 1.75 and ≤ 2.25 | 4 |
| > 38 and ≤ 63 | > 94 and ≤ 156 | > 2.25 and ≤ 3.0 | 5 |
| > 63 | > 156 | > 3.0 | 6 |

DU = dwelling unit; FAR = floor-area ratio.

The scoring of a mixed-use project is calculated with a weighted average, according to the following steps.

1. Determine the total floor area of all residential and nonresidential uses.
2. Calculate the percentage residential and percentage nonresidential of the total floor area.
3. Determine the density of each component as measured in *dwelling units* per acre or hectare and *floor-area ratio,* respectively.
4. Referring to Table 1, find the appropriate points for the densities of the residential and nonresidential components.
5. If the points are different, multiply the point value of the residential component by its percentage of the total floor area and multiply the point value of the nonresidential component by its percentage.
6. Add the two scores.

# NPD CREDIT: MIXED-USE NEIGHBORHOODS

ND
**1–4 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To reduce vehicle distance traveled and automobile dependence, encourage daily walking, biking, and transit use, and support car-free living by providing access to diverse land uses.

## Requirements

**ND PLAN, ND**

Locate or design the *project* such that 50% of its *dwelling units* are within a 1/4-mile (400-meter) *walking distance* of the number of uses (see Appendix 1) listed in Table 1. For projects with no dwelling units, 50% of dwelling units within a 1/4-mile (400-meter) walking distance of the *project boundary* must be within a 1/4-mile (400-meter) walking distance of the number of uses within the project specified in Table 1.

The specified number of uses must be in place by the time of 50% occupancy of total building floor area (exclusive of portions of parking structures devoted to parking).

**Table 1. Points for uses within 1/4-mile (400-meter) walking distance, by percentage of occupancy**

| *Diverse uses* | | *Points* |
|---|---|---|
| 4–7 | | 1 |
| 8–11 | | 2 |
| 12–19 | | 3 |
| ≥ 20 | | 4 |

The following restrictions apply.

- A use may be counted as only one use type (e.g., a retail store may be counted only once even if it sells products in several categories).
- No more than two uses in each use type may be counted (e.g., if five restaurants are within the required distance, only two may be counted).
- The uses accessible to each counted dwelling unit must represent at least two categories.

For projects with regional-serving retail of 150,000 or more square feet (13 935 square meters) only

Additionally, a project that has at least one large retail *use (*defined as a use totaling 75,000 or more square feet [7 000 or more square meters]), must also meet at least the 2-point threshold for transit service under SLL Credit Access to Quality Transit. In this case, planned transit service can be counted. Each large retail use must be served by at least one transit stop providing trips that qualify under that SLL Credit.

If transit service is planned but not yet operational, the project must demonstrate one of the following:

1. The relevant transit agency has a signed full-funding grant agreement with the Federal Transit Administration (or equivalent national agency for projects outside the U.S.) that includes a revenue operations date for the start of transit service. The revenue operations date must be no later than the day by which 50% of the project's total building floor area will be occupied.
2. For bus, *streetcar*, *bus rapid transit,* or ferry service, the transit agency must certify that it has an approved budget that includes specifically allocated funds sufficient to provide the planned service at

the levels listed above and that service at these levels will begin no later than the day by which 50% of the project's total building floor area will be occupied.

3. For rail service other than *streetcars*, the transit agency must certify that preliminary engineering for a rail line has begun. In addition, the service must meet either of these two requirements:

- A state legislature or local subdivision of the state (or local government for projects outside the U.S.) has authorized the transit agency to expend funds to establish rail transit service that will begin no later than the date by which 50% of the project's total building floor area will be occupied.

  OR

- A local government has dedicated funding or reimbursement commitments from future tax revenue for the development of stations, platforms, or other rail transit infrastructure that will serve the project no later than the date by which 50% of the project's total building floor area will be occupied.

# NPD CREDIT: HOUSING TYPES AND AFFORDABILITY

ND
**1–7 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To promote socially equitable and engaging neighborhoods by enabling residents from a wide range of economic levels, household sizes, and age groups to live in a community.

## Requirements

**ND PLAN, ND**

Meet the requirements of one or more of the following options.

**Option 1. Diversity of Housing Types (1–3 points)**

Include a sufficient variety of housing sizes and types in the *project* such that the total variety of planned and *existing* housing within the project achieves a Simpson Diversity Index score greater than 0.5, using the housing categories below. Projects of less than 125 acres (50.5 hectares) may calculate the Simpson Diversity Index for the area within ¼ mile (400 meters) of the project's geographic center. The Simpson Diversity Index calculates the probability that any two randomly selected *dwelling units* in a project will be of a different type.

Score = $1 - \sum (n/N)^2$

Where
n = the total number of dwelling units in a single category, and
N = the total number of dwelling units in all categories.

**Table 1. Points for housing diversity**

| *Simpson Diversity Index score* | *Points* |
|---|---|
| > 0.5 to < 0.6 | 1 |
| ≥ 0.6 to < 0.7 | 2 |
| ≥ 0.7 | 3 |

Housing categories are defined by the dwelling unit's net floor area, exclusive of any garage, as listed in Table 2.

**Table 2. Housing categories**

| Type | Square feet | Square meters |
|---|---|---|
| Detached residential, large | > 1,250 | > 116 |
| Detached residential, small | ≤ 1,250 | ≤ 116 |
| Duplex or townhouse, large | > 1,250 | > 116 |
| Duplex or townhouse, small | ≤ 1,250 | ≤ 116 |
| Dwelling unit in multiunit building with no elevator, large | > 1,250 | > 116 |
| Dwelling unit in multiunit building with no elevator, medium | > 750 to ≤ 1,250 | > 70 to ≤ 116 |
| Dwelling unit in multiunit building with no elevator, small | ≤ 750 | ≤ 70 |
| Dwelling unit in multiunit building with elevator, 4 stories or fewer, large | > 1,250 | > 116 |
| Dwelling unit in multiunit building with elevator, 4 stories or fewer, medium | > 750 to ≤ 1,250 | > 70 to ≤ 116 |

| | | |
|---|---|---|
| Dwelling unit in multiunit building with elevator, 4 stories or fewer, small | ≤ 750 | ≤ 70 |
| Dwelling unit in multiunit building with elevator, 5 to 8 stories, large | > 1,250 | > 116 |
| Dwelling unit in multiunit building with elevator, 5 to 8 stories, medium | > 750 to ≤ 1,250 | > 70 to ≤ 116 |
| Dwelling unit in multiunit building with elevator, 5 to 8 stories, small | ≤ 750 | ≤ 70 |
| Dwelling unit in multiunit building with elevator, 9 stories or more, large | > 1,250 | > 116 |
| Dwelling unit in multiunit building with elevator, 9 stories or more, medium | > 750 to ≤ 1,250 | > 70 to ≤ 116 |
| Dwelling unit in multiunit building with elevator, 9 stories or more, small | ≤ 750 | ≤ 70 |
| Live-work space, large | > 1,250 | > 116 |
| Live-work space, small | ≤ 1,250 | ≤ 116 |
| Accessory dwelling unit, large | > 1,250 | > 116 |
| Accessory dwelling unit, small | ≤ 1,250 | ≤ 116 |

For the purposes of this credit, townhouse and live-work units may have individual ground-level entrances or be within a multiunit or mixed-use building. Double counting is prohibited; each dwelling may be classified in only one category. The number of stories in a building is inclusive of the ground floor regardless of its use.

AND/OR

**Option 2. Affordable Housing (1–3 points)**

Include a proportion of new rental and/or for-sale dwelling units priced for households earning less than the *area median income* (AMI). Rental units must be maintained at affordable levels for a minimum of 15 years. Existing dwelling units are exempt from requirement calculations. Meet any combination of thresholds in Table 3, up to a maximum of 3 points.

**Table 3. Points for affordable housing**

| *Rental dwelling units* | | | | *For-sale dwelling units* | | | |
|---|---|---|---|---|---|---|---|
| *Priced up to 60% AMI* | | *Priced up to 80% AMI* | | *Priced up to 100% AMI* | | *Priced up to 120% AMI* | |
| *Percentage of total rental units* | *Points* | *Percentage of total rental units* | *Points* | *Percentage of total for-sale units* | *Points* | *Percentage of total for-sale units* | *Points* |
| 5 | 1 | 10 | 1 | 5 | 1 | 8 | 1 |
| 10 | 2 | 15 | 2 | 10 | 2 | 12 | 2 |
| 15 | 3 | 25 | 3 | 15 | 3 | — | — |

AMI = area median income.

AND/OR

**Option 3. Housing Types and Affordable Housing (1 point)**

A project may earn an additional point by earning at least 2 points in Option 1 and at least 2 points in Option 2 (at least one of which must be for providing housing at or below 100% AMI).

# LT CREDIT: REDUCED PARKING FOOTPRINT

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To minimize the environmental harms associated with parking facilities, including automobile dependence, land consumption, and rainwater runoff.

## Requirements

### ND PLAN, ND

For new nonresidential buildings and *multiunit residential* buildings, either do not build new off-street parking lots, or locate all new off-street surface parking lots at the side or rear, leaving building frontages facing the circulation network free of surface parking lots (alleys may be exempted).

Use no more than 20% of the total *development footprint* area for all new off-street surface parking facilities, with no individual surface parking lot larger than 2 acres (0.8 hectare). For the purposes of this credit, surface parking facilities include ground-level garages unless they are under *habitable building* space. Underground or multistory parking facilities can be used to provide additional spaces. On-street parking spaces are exempt from this limitation.

Provide preferred parking for carpool or shared-use vehicle parking spaces equivalent to at least 10% of the total off-street parking spaces for each nonresidential and mixed-use building on the site. Such parking spaces must be marked and within 200 feet (60 meters) walking distance of entrances to the building served.

## NPD CREDIT: CONNECTED AND OPEN COMMUNITY

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

### Intent

To conserve land and promote multimodal transportation by encouraging development within existing communities that have high levels of internal connectivity and are well connected to the larger community. To improve public health by encouraging daily physical activity and reducing motor vehicle emissions.

### Requirements

**ND PLAN, ND**
Locate or design the project such that its internal *connectivity* falls within one of the ranges listed in Table 1. If the project has no internal circulation network, the connectivity within a ¼-mile (400-meter) distance of the project boundary must be used.

**Table 1. Points for connectivity**

| Intersections per square mile | Intersections per square kilometer | Points |
|---|---|---|
| 300–400 | 116–154 | 1 |
| > 400 | > 154 | 2 |

All parts of the circulation network that are counted toward the connectivity requirement must be available for general public use at all times and not gated. No more than 10% of the project area may be accessed via circulation network that is gated. Education campuses, health care campuses, and military bases where gates are used for security purposes are exempt from the 10% limit, and intersections within those projects may be counted toward the connectivity requirement.

AND

Design or locate the project such that a through-connection (of the circulation network) intersects or terminates at the *project boundary* at least every 400 feet (122 meters) or at existing abutting intervals and intersections of the circulation network, whichever is the shorter distance. Include a pedestrian or bicycle through-connection in at least 90% of any new *culs-de-sac.* These requirements do not apply to portions of the boundary where connections cannot be made because of physical obstacles, such as prior platting of property, construction of existing buildings or other barriers, slopes steeper than 15%, *wetlands* and *water bodies,* railroad and utility rights-of-way, existing limited-access motor vehicle rights-of-way, and parks and dedicated open space.

# NPD CREDIT: TRANSIT FACILITIES

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To encourage transit use and reduce vehicle distance traveled by providing safe, convenient, and comfortable transit waiting areas.

## Requirements

### ND PLAN, ND

Work with the transit agency or agencies serving the *project* to inventory existing transit stops and new transit stops within the project boundary that will be warranted within two years of project completion (because of either increased ridership on existing service or planned transit).

At those locations,

1. Confirm that transit facilities will be funded by either the transit agency or the project developer.

2. Install transit agency-approved shelters and any other required improvements at existing stops. Reserve space for transit facilities or install transit facilities at new stops.

Shelters must be covered, be at least partially enclosed to buffer wind and rain, have seating and illumination, and have signage that display transit schedules and route information.

# NPD CREDIT: TRANSPORTATION DEMAND MANAGEMENT

ND
**2 points**
This credit applies to

- Neighborhood Development Plan (1-2 points)
- Neighborhood Development (1-2 points)

## Intent

To reduce energy consumption, pollution, and harm to human health from motor vehicles by encouraging multimodal travel.

## Requirements

**ND PLAN, ND**

Achieve at least two of the following options.

Earn 1 point for every two options, for a maximum of 2 points. For the purposes of this credit, *existing* buildings and their occupants are exempt from the requirements.

**Option 1. Transit Passes**

Provide transit passes valid for at least one year, subsidized to 100% of regular price, to each resident and employee locating within the project during the first three years of project occupancy (or longer). Publicize the availability of subsidized transit passes to project occupants.

AND/OR

**Option 2. Developer-Sponsored Transit**

Provide year-round, *developer*-sponsored transit service (vans, shuttles, buses) from at least one central point in the project to other major transit facilities or to other destinations, such as a retail or *employment center,* with service no less frequent than 45 daily weekday trips and 30 daily weekend trips. The service must begin by the time the project's total floor area is 20% occupied and must be guaranteed for at least three years beyond project build-out. The occupancy requirement is met when residents are living in 20% of the *dwelling units* and/or employees are working in 20% of the total nonresidential floor area.

Provide transit stop shelters and bicycle racks adequate to meet projected demand but no less than one shelter and one bicycle rack at each transit stop. Shelters must be covered, be at least partially enclosed to buffer wind and rain, and have seating and illumination. Bicycle racks must have a two-point support system for locking the frame and wheels and must be securely affixed to the ground or a building.

AND/OR

**Option 3. Vehicle Sharing**

Locate the project such that 50% of the dwelling units and nonresidential use entrances are within a ¼-mile (400-meter) *walking distance* of at least one vehicle in a vehicle-sharing program, as specified below, depending on project size.

- If the project has fewer than 100 dwelling units and/or employees, provide one vehicle.
- If the project has more than 100 dwelling units and/or employees and has a minimum transit service of 60 daily weekday trips and 40 daily weekend trips, provide at least one additional vehicle and parking space for every 100 dwelling units and/or employees.

- If the project has more than 100 dwelling units and/or employees but does not have transit service at the frequencies specified above, provide at least one additional vehicle and parking space for every 200 dwelling units and/or employees.

For each vehicle, dedicate one parking space accessible to vehicle-sharing members. Publicize to project occupants the availability and benefits of the vehicle-sharing program. Commit to providing vehicles to the locations for at least two years. If a new vehicle-sharing location is planned, the vehicle-sharing program must begin by the time the project's total floor area is 20% occupied. The occupancy requirement is met when residents are living in 20% of the dwelling units and/or employees are working in 20% of the total nonresidential floor area.

AND/OR

**Option 4. Unbundling of Parking and Parking Fees**

For 90% of multiunit residential units and/or nonresidential floor area, the associated parking spaces must be sold or rented separately from the dwelling units or nonresidential floor area.

Set parking fees within the project boundary for all off-street parking equal to or greater than the cost of monthly usage for public transit. Off-street parking in this instance does not include parking devoted to individual, detached residential units.

AND/OR

**Option 5. Guaranteed Ride Home Program**

Major employers within the project must commit to providing a guaranteed ride home program for employees. A major employer accounts for more than 25% of the workers on the project site. The program must provide free rides to employees who have carpooled, taken transit, walked, or cycled to work but must leave because of an unexpected personal emergency. Rides may be on taxis, company cars, or rental cars.

AND/OR

**Option 6. Flexible Work Arrangements**

Major employers within the project must commit to promoting and supporting flexible work arrangements with the goal of reducing vehicle trips during peak commuting hours. A major employer accounts for more than 25% of the workers on the project site. The employer must develop internal policies that outline the terms under which employees can engage in telework, flextime, compressed work weeks, staggered shifts, or other arrangements. These policies must also describe how the program will be promoted to employees.

# NPD CREDIT: ACCESS TO CIVIC AND PUBLIC SPACE

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To provide open space close to work and home that enhances community participation and improves public health.

## Requirements

### ND PLAN, ND

Locate 90% of planned and *existing dwelling units* and nonresidential use entrances within a ¼ mile (400 meters) walk of at least one civic and passive use space. The spaces must be at least 1/6 acre (0.067 hectare) in area. Spaces less than 1 acre (0.4 hectare) must have a proportion no narrower than 1 unit of width to 4 units of length.

Projects larger than 10 acres (4 hectares) must have a median space size of at least 1 acre (0.4 hectare). Spaces over ½ acre (0.2 hectare) that are used to meet the 90% threshold are included in the median calculation.

# NPD CREDIT: ACCESS TO RECREATION FACILITIES

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To enhance community participation and improve public health by providing recreational facilities close to work and home that facilitate physical activity and social networking.

## Requirements

### ND PLAN, ND

Locate or design the *project* so that a publicly accessible outdoor recreation facility at least 1 acre (0.4 hectares) in area, or a publicly accessible indoor recreational facility of at least 25,000 square feet (2325 square meters), lies within a ½-mile (800-meter) *walking distance* of 90% of new and *existing dwelling units* and nonresidential use entrances. Outdoor recreation facilities must consist of physical improvements and may include “tot lots,” swimming pools, and sports fields, such as baseball diamonds.

# NPD CREDIT: VISITABILITY AND UNIVERSAL DESIGN

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To increase the proportion of areas usable by a wide spectrum of people, regardless of age or ability.

**Requirements**

**ND PLAN, ND**

**Case 1. Projects with New Dwelling Units (1 point)**

Design a minimum of 20% of the new dwelling units (but not less than one dwelling unit per type) in accordance with ICC A117.1, Type C, Visitable Unit, for each of the following residential building types:

- detached single-dwelling-unit buildings;
- attached single-dwelling-unit buildings; and
- buildings with two or three dwelling units.

Each unit must also have a kitchen, living area, bedroom, and full bath on an accessible level.

For multiunit buildings with four or more dwelling units, design a minimum of 20% of the units (but not less than one) to meet the requirements of one of the following options. This category includes mixed-use buildings with dwelling units.

**Option 1. Universal Design Features Throughout the Home (1 point)**
Throughout the home, include at least five of the following universal design features:

- easy-to-grip lever door handles;
- easy-to-grip cabinet and drawer loop handles;
- easy-to-grip locking mechanisms on doors and windows;
- easy-to-grip single-lever faucet handles;
- easy-touch rocker or hands-free switches;
- motion-detector lighting at entrance, in hallways and stairwells, and in closets, and motion-detector light switches in garages, utility spaces, and basements;
- large, high-contrast print for controls, signals, and the house or unit numbers;
- a built-in shelf, bench, or table with knee space below, located outside the entry door with weather protection overhead, such as porch or stoop with roof, awning, or other overhead covering;
- a minimum 32-inch (80-centimeter) clear door opening width for all doorways;
- tread at the entrance, on stairs, and other areas where slipping is common, with color contrast difference between stair treads and risers; and
- interior floor surfaces (e.g., low-pile carpets, hard-surface flooring) that provide easy passage for a wheelchair or walker, with color contrast between floor surfaces and trim; no carpet is permitted in a kitchen, bathroom, or other wet areas of the dwelling unit.

OR

**Option 2. Kitchen Features (1 point)**
On the main floor of the home (or on another floor, if an elevator or stair lift is provided), provide a kitchen with hard-surface flooring, plumbing with single-lever controls, a 5-foot (1.5-meter) turning radius, and at least four of the following universal design features:

- variable-height (28- to 42-inch [70- to 110-centimeter]) or adjustable work surfaces, such as countertops, sinks, and cooktops;
- clear knee space under sink and cooktops (this requirement can be met by installing removable base cabinets or fold-back or self-storing doors), cooktops and ranges with front or side-mounted controls, and wall-mounted ovens at a height to accommodate a seated adult;
- a toe kick area at the base of lower cabinets with a minimum height of 9 inches (23 centimeters), and full-extension drawers and shelves in at least half (by volume) of the cabinets;
- contrasting color treatment between countertops, front edges, and floor;
- adjustable-height shelves in wall cabinets; and
- glare-free task lighting.

OR

**Option 3. Bedroom and Bathroom Features (1 point)**
On the main floor of the building (or on another floor, if an elevator or stair lift is provided), include all of the following:

In at least one accessible bedroom,

- Size the room to accommodate a twin bed with a 5-foot (1.5-meter) turning radius around the bed.
- Install a clothes closet with a 32-inch (80-centimeter) clear opening with adjustable-height closet rods and shelves.

In at least one full bathroom on the same floor as the bedroom,

- Provide adequate maneuvering space with a 30-by-48-inch (75-by-120 centimeter) clear floor space at each fixture.
- Center the toilet 18 inches (45 centimeters) from any side wall, cabinet, or tub, and allow a 3-foot (90-centimeter) clear space in front.
- Install broad blocking in walls around toilet, tub, and/or shower for future placement and relocation of grab bars.
- Provide knee space under the lavatory (this requirement may be met by installing removable base cabinets or fold-back or self-storing doors).
- Install a long mirror whose bottom is no more than 36 inches (90 centimeters) above the finished floor and whose top is at least 72 inches (180 centimeters) high.

In addition, all bathrooms must have hard-surface flooring, all plumbing fixtures must have single-lever controls, and tubs or showers must have hand-held showerheads.

**Case 2. Projects With Noncompliant Routes and No New Dwelling Units (1 point)**
This case applies to projects that have no new residential units and are either (1) retrofitting existing public rights-of-way or publicly accessible travel routes that are not in compliance with the Americans with Disabilities Act (ADA, for private sector and local and state government facilities) or the Architectural Barriers Act (ABA, for federally funded facilities), or (2) building new publicly accessible travel routes that are not legally required to meet ADA-ABA accessibility guidelines.

Design, construct, or retrofit 90% of the rights-of-way and travel routes in accordance with the ADA-ABA accessibility guidelines, as applicable, or local equivalent for projects outside the U.S., whichever is more stringent.

# NPD CREDIT: COMMUNITY OUTREACH AND INVOLVEMENT

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To encourage responsiveness to community needs by involving the people who live or work in the community in *project* design and planning and in decisions about how the project should be improved or changed over time.

## Requirements

**ND PLAN, ND**

**Option 1. Community Outreach (1 point)**

Engage the community in the following ways. Each activity must be led by the development team and be directly related to the LEED ND project.

*Predesign*
Meet with adjacent property owners, residents, business owners, and workers; local planning and community development officials; and any current residents or workers at the project site to solicit and document their input on the proposed project before beginning design.

*Preliminary design*
Advertise and host at least one open community meeting other than an official public hearing or recurring citizen advisory meeting, to generate comments on the preliminary project design concept. Work directly with community associations and/or the local government to advertise the meeting(s). Collect and summarize comments generated at the meeting(s).

Modify the project's preliminary design as a direct result of community input, or if modifications are not made, explain why community input did not generate design modifications.

*Ongoing communication*
Establish ongoing means for communication between the *developer* and the community throughout the design and construction phases and, in cases where the developer maintains any control, after construction.

OR

**Option 2. Charrette (2 points)**

Comply with Option 1 and conduct a design charrette or interactive workshop of at least two days that is open to the public and includes, at a minimum, participation by a representative group of nearby property owners, residents, business owners, and workers in the preparation of conceptual project plans and drawings.

OR

**Option 3. Endorsement Program (2 points)**

Comply with Option 1 and obtain an endorsement from an ongoing local or regional nongovernmental program that systematically reviews and endorses smart growth development projects under a rating or jury system.

# NPD CREDIT: LOCAL FOOD PRODUCTION

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To promote the environmental and economic benefits of community-based food production and improve nutrition through better access to fresh produce.

## Requirements

### ND PLAN, ND

Establish *covenants, conditions, and restrictions* (CC&R) or other forms of deed restrictions stating that the growing of produce is not prohibited in *project* areas, including greenhouses, any portion of residential front, rear, or side yards; or balconies, patios, or rooftops. Greenhouses but not gardens may be prohibited in front yards that face the *circulation network.*

Meet the requirements of one of the following three options.

**Option 1. Neighborhood Gardens (1 point)**

Dedicate permanent and viable growing space or related facilities (such as greenhouses) within the project as specified in Table 1 (exclusive of *existing* dwellings). Ensure solar access and provide fencing, watering systems, garden bed enhancements (such as raised beds), secure storage space for tools, and pedestrian access for these spaces. Ensure that the spaces are owned and managed by an entity that includes occupants of the project in its decision making, such as a community group, homeowners association, or public body.

**Table 1. Minimum garden space, by project density**

| *Imperial units* | | *Metric units* | |
|---|---|---|---|
| *Project density (DU/acre)* | *Growing space (sf/DU)* | *Project density (DU/hectare)* | *Growing space (sq. meters/DU)* |
| > 7 and ≤14 | 200 | > 17.5 and ≤ 35 | 18.5 |
| > 14 and ≤ 22 | 100 | > 35 and ≤ 55 | 9 |
| > 22 and ≤ 28 | 80 | > 55 and ≤ 69 | 7.5 |
| > 28 and ≤ 35 | 70 | > 69 and ≤ 87 | 6.5 |
| > 35 | 60 | > 87 | 5.5 |

DU = dwelling unit; sf = square feet; sq. meters = square meters.

An established community garden outside the *project boundary* but within a ½-mile (800-meter) *walking distance* of the project's geographic center can satisfy this option if the garden otherwise meets all the requirements.

OR

**Option 2. Community-Supported Agriculture (1 point)**

Purchase shares in a *community-supported agriculture* program located within 150 miles (240 kilometers) of the project site for at least 80% of *dwelling units* within the project (exclusive of existing dwelling units). Each counted dwelling unit must receive CSA service for at least two years, beginning when it is occupied. Shares must be delivered to a point within 1/2 mile (800 meters) of the project's geographic center on a regular schedule not less than twice per month at least four months of the year.

OR

**Option 3. Proximity to Farmers Market (1 point)**

Locate the project's geographic center within a 1/2-mile (800-meter) walking distance of an existing or planned farmers market that is open or will operate at least once weekly for at least five months annually. Farmers market vendors may sell only items grown within 150 miles (240 kilometers) of the project site. A planned farmers market must have firm commitments from farmers and vendors that the market will meet all the above requirements and be in full operation by the time 50% of the project's total floor area is occupied.

# NPD CREDIT: TREE-LINED AND SHADED STREETSCAPES

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To encourage walking and bicycling and discourage speeding. To reduce urban heat island effects, improve air quality, increase evapotranspiration, and reduce cooling loads in buildings.

## Requirements

**ND PLAN, ND**

**Option 1. Tree-Lined Blocks (1 point)**

Provide trees at intervals of no more than 50 feet (12 meters) (exempting driveways) along at least 60% of the total existing and planned block length within the project, and on the project side of blocks bordering the project, between the vehicle travel way (if there is one) and walkway. Alleys may be exempted from the block length calculations.

AND/OR

**Option 2. Shaded Sidewalks (1 point)**

Provide shade from trees or permanent structures over at least 40% of the total length of existing and planned sidewalks within or bordering the project (alleys may be exempted). Trees must provide shade within 10 years of landscape installation. Use the estimated crown diameter to calculate the length of sidewalk shaded.

AND

**For All Projects with Street Tree Plantings**

From a registered landscape architect (or local equivalent for projects outside the U.S.), obtain a determination that planting details are appropriate to growing healthy trees, taking into account tree species, root medium, and width and soil volume of planter strips or wells, and that the selected tree species are not considered *invasive* in the project context according to USDA or the state agricultural extension service (or local equivalent for projects outside the U.S.).

# NPD CREDIT: NEIGHBORHOOD SCHOOLS

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To promote community interaction and engagement by integrating *schools* into the neighborhood. To improve students' health by encouraging walking and bicycling to school.

## Requirements

### ND PLAN, ND

Include in the *project* a residential component that constitutes at least 30% of the project's total building floor area, and locate or design the project such that at least 50% of the *dwelling units* are within a ½-mile (800-meter) *walking distance* of the functional building entry of an *existing* or new elementary or middle school or within a 1-mile (1600-meter) walking distance of the functional building entry of an existing or new high school. If the school combines an elementary or middle school with a high school, 50% of the dwelling units must be a ½ mile (800 meter) walking distance of the functional building entry.

For any new school, the school authority must commit that the school will be open by the time 50% of the project dwelling units are occupied. A legally binding warrant committing to open the school by this time must be provided at the time of first building occupancy.

Portions of the circulation network within or bordering the *project boundary* that lead from dwelling units to the school site must have (1) a complete network of sidewalks on both sides and (2) either continuous bicycle lanes or a combination of traffic control and calming measures (alleys may be exempted). If the school is planned as part of the project, it must be designed such that pedestrians and cyclists can easily reach building entrances without crossing bus zones, parking entrances, and student drop-off areas.

New school campuses within the project boundary must not exceed the following limits:

- high school (students 15-18 years old), 15 acres (6 hectares);
- middle school (students 11-14 years old), 10 acres (4 hectares); and
- elementary school (students 6-10 years old), 5 acres (2 hectares).

Schools combining grade levels from more than one category may use the grade level with the higher allowable limits.

Facilities on the school site (e.g., athletic fields, playgrounds, multipurpose interior spaces) for which there is a formal joint-use agreement with another entity may be deducted from the total site area of the school.

# GREEN INFRASTRUCTURE AND BUILDINGS (GIB)

## GIB PREREQUISITE: CERTIFIED GREEN BUILDING
## Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To encourage the design, construction, and retrofit of buildings using green building practices.

**Requirements**

**ND PLAN, ND (GIB)**

Design, construct, or retrofit one whole building within the project to be certified through a LEED rating system (if LEED for Commercial Interiors, 75% of the total building floor area must be certified), or through a green building rating system requiring review by independent, impartial, third-party certifying bodies that have been accredited by an IAF-accredited body to ISO/IEC Guide 65 or, when available, ISO/IEC 17065.

# GIB PREREQUISITE: MINIMUM BUILDING ENERGY PERFORMANCE
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To encourage the design and construction of energy-efficient buildings that reduce air, water, and land pollution and environmental damage from energy production and consumption.

**Requirements**

**ND PLAN, ND**

The requirements apply to 90% of the total building floor area (rounded up to the next whole building) of all nonresidential buildings, mixed-use buildings, and multiunit residential buildings four stories or more constructed as part of the project or undergoing major renovations as part of the project. Each counted building must comply with one of the following options.

**Option 1. Whole-Building Energy Simulation**

Demonstrate an average improvement of 5% for new buildings, 3% for major building renovations, or 2% for core and shell buildings over ANSI/ASHRAE/IESNA Standard 90.1–2010, with errata (or a USGBC-approved equivalent standard for projects outside the U.S.) across all buildings pursuing Option 1. Multiple buildings may be grouped into a single energy model, provided (1) the building type (new construction, major renovation, or core and shell) is consistent for all buildings included in the energy model, or (2) an average 5% improvement is demonstrated for the entire energy model. Calculate the baseline building performance according to ANSI/ASHRAE/IESNA Standard 90.1–2010, Appendix G, with errata, using a simulation model.

Buildings must meet the minimum percentage savings before taking credit for renewable energy systems.

Each building's proposed design must meet the following criteria:

- compliance with the mandatory provisions of ANSI/ASHRAE/IESNA Standard 90.1–2010, with errata (or a USGBC-approved equivalent standard for projects outside the U.S.);
- inclusion of all energy consumption and costs within and associated with the building project; and
- comparison against a baseline building that complies with Standard 90.1–2010, Appendix G, with errata (or a USGBC-approved equivalent standard for projects outside the U.S.).

Document the energy modeling input assumptions for unregulated loads. Unregulated loads should be modeled accurately to reflect the actual expected energy consumption of the building.

If unregulated loads are not identical for both the baseline and the proposed building performance rating, and the simulation program cannot accurately model the savings, follow the exceptional calculation method (ANSI/ASHRAE/IESNA Standard 90.1–2010, G2.5). Alternatively, use the COMNET modeling guidelines and procedures to document measures that reduce unregulated loads.

OR

**Option 2. Prescriptive Compliance: ASHRAE 50% Advanced Energy Design Guide**

Comply with the mandatory and prescriptive provisions of ANSI/ASHRAE/IESNA Standard 90.1–2010, with errata (or a USGBC-approved equivalent standard for projects outside the U.S.).

Comply with HVAC and service water heating requirements applicable to the each building, including equipment efficiency, economizers, ventilation, and ducts and dampers, for the appropriate ASHRAE 50% Advanced Energy Design Guide and climate zone:

- ASHRAE 50% Advanced Energy Design Guide for Small to Medium Office Buildings, for office buildings smaller than 100,000 square feet (9 290 square meters);
- ASHRAE 50% Advanced Energy Design Guide for Medium to Large Box Retail Buildings, for retail buildings with 20,000 to 100,000 square feet (1 860 to 9 290 square meters);
- ASHRAE 50% Advanced Energy Design Guide for K–12 School Buildings; or
- ASHRAE 50% Advanced Energy Design Guide for Large Hospitals.
    - Over 100,000 square feet (9 290 square meters)

For projects outside the U.S., consult ASHRAE/ASHRAE/IESNA Standard 90.1–2010, Appendixes B and D, to determine the appropriate climate zone.

**Option 3. Prescriptive Compliance: Advanced Buildings Core Performance Guide**

Comply with the mandatory and prescriptive provisions of ANSI/ASHRAE/IESNA Standard 90.1–2010, with errata (or USGBC approved equivalent standard for projects outside the U.S.).

Comply with Section 1: Design Process Strategies, Section 2: Core Performance Requirements, and the following three strategies from Section 3: Enhanced Performance Strategies, as applicable. Where standards conflict, follow the more stringent of the two. For projects outside the U.S., consult ASHRAE/ASHRAE/IESNA Standard 90.1-2010, Appendixes B and D, to determine the appropriate climate zone.

3.5 Supply Air Temperature Reset (VAV)
3.9 Premium Economizer Performance
3.10 Variable Speed Control

To be eligible for Option 3, the project must be less than 100,000 square feet (9 290 square meters).

Note: Healthcare, Warehouse or Laboratory projects are ineligible for Option 3.

AND

For new *single-family residential* buildings and new lowrise multifamily buildings, 90% of the buildings must meet the requirements of LEED for Homes v4 EA Prerequisite: Minimum Energy Performance.

# GIB PREREQUISITE: INDOOR WATER USE REDUCTION
# Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To reduce indoor water consumption.

**Requirements**

**ND PLAN, ND**

**Nonresidential Buildings, Mixed-Use Buildings, and Multifamily Residential Buildings Four Stories or More**

For new buildings and buildings undergoing major renovations as part of the *project*, reduce indoor water usage by an average of 20% from a baseline. All newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling must be WaterSense labeled (or a local equivalent for projects outside the U.S.).

For the fixtures and fittings listed in Table 1, as applicable to the project scope, reduce water consumption by 20% from the baseline. Base calculations on the volumes and flow rates shown in Table 1.

The design case is calculated as a weighted average of water usage for the buildings constructed as part of the project based on their floor area.

**Table 1. Baseline water consumption of fixtures and fittings**

| *Fixture or fitting* | *Baseline (IP units)* | *Baseline (SI units)* |
|---|---|---|
| Toilet (water closet)* | 1.6 gpf | 6 lpf |
| Urinal* | 1.0 gpf | 3.8 lpf |
| Public lavatory (restroom) faucet | 0.5 gpm at 60 psi** all others except private applications | 1.9 lpm at 415 kPa, all others except private applications |
| Private lavatory faucet* | 2.2 gpm at 60 psi | 8.3 lpm at 415 kPa |
| Kitchen faucet (excluding faucets used exclusively for filling operations) | 2.2 gpm at 60 psi | 8.3 lpm at 415 kPa |
| Showerhead* | 2.5 gpm at 80 psi per shower stall | 9.5 lpm at 550 kPa per shower stall |

* WaterSense label available for this product type
gpf = gallons per flush
gpm = gallons per minute
psi = pounds per square inch
lpf = liters per flush
lpm = liters per minute
kPa = kilopascals

**New Single-Family Residential Buildings and New Multiunit Residential Buildings Three Stories or Fewer**

90% of residential buildings must use a combination of fixtures and fittings that would earn 2 points under LEED for Homes v4 WE Credit Indoor Water Use.

## GIB PREREQUISITE: CONSTRUCTION ACTIVITY POLLUTION PREVENTION Required

ND
This prerequisite applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To reduce pollution from construction activities by controlling soil erosion, waterway sedimentation, and airborne dust.

**Requirements**

**ND PLAN, ND**

Create and implement an erosion and sedimentation control plan for all new construction activities associated with the project. The plan must incorporate best management practices (BMPs) to control erosion and sedimentation in runoff from the entire project site during construction. The BMPs must be selected from EPA's BMPs for construction and post-construction site runoff control.

The erosion and sedimentation control plan must list the BMPs employed and describe how the project team will do the following:

- preserve vegetation and mark clearing limits;
- establish and delineate construction access;
- control flow rates;
- install sediment controls;
- stabilize soils;
- prevent soil loss during construction;
- stockpile topsoil for reuse;
- protect slopes;
- protect drain inlets, all rainwater conveyance systems, and receiving water bodies;
- stabilize channels and outlets;
- control pollutants including dust and particulate matter;
- control dewatering;
- maintain the BMPs; and
- manage the erosion and sedimentation control plan.

# GIB CREDIT: CERTIFIED GREEN BUILDINGS

ND
**1–5 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To encourage the design, construction, and retrofit of buildings using green building practices.

**Requirements**

**ND PLAN, ND**

**Option 1. Projects with 10 or Fewer Habitable Buildings (1–5 points)**
Design, construct, or retrofit one building as part of the project, beyond the prerequisite requirement, to be certified under a LEED green building rating systems (for LEED for Commercial Interiors, 75% of the total building floor area must be certified), or through a green building rating system requiring review by independent, impartial, third-party certifying bodies that have been accredited by an IAF-accredited body to ISO/IEC Guide 65 or, when available, ISO/IEC 17065. Up to five points may be earned for each additional certified building that is part of the project.

OR

**Option 2. Projects of All Sizes (1–5 points)**
Design, construct, or retrofit a percentage of the total project building floor area, beyond the prerequisite requirement, to be certified under a LEED green building rating systems or through a green building rating system requiring review by independent, impartial, third-party certifying bodies that have been accredited by an IAF-accredited body to ISO/IEC Guide 65 or, when available, ISO/IEC 17065.

**Table 1. Points for green building certification**

| Percentage of total floor area certified | Points |
|---|---|
| ≥ 10% and < 20% | 1 |
| ≥ 20% and < 30% | 2 |
| ≥ 30% and < 40% | 3 |
| ≥ 40% and < 50% | 4 |
| ≥ 50% | 5 |

**For All Projects** Detached accessory dwelling units must be counted as separate buildings. Accessory dwellings attached to a main building are not counted separately.

# GIB CREDIT: OPTIMIZE BUILDING ENERGY PERFORMANCE

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To encourage the design and construction of energy-efficient buildings that reduce air, water, and land pollution and adverse environmental effects from energy production and consumption.

**Requirements**

**ND PLAN, ND**

The requirements apply to 90% of the total building floor area (rounded up to the next whole building) of all nonresidential buildings, mixed-use buildings, and *multiunit residential* buildings four stories or more constructed as part of the *project* or undergoing major renovations as part of the project.
Each counted building must comply with one of the following efficiency options.

**Option 1. Whole-Building Energy Simulation (1–2 points)**

New buildings must demonstrate an average percentage improvement of 12% (1 point) or 20% (2 points) over ANSI/ASHRAE/IESNA Standard 90.1–2010, with errata. Buildings undergoing major renovations as part of the project must demonstrate an average percentage improvement of 10% (1 point) or 18% (2 points). Core and shell buildings must demonstrate an average percentage improvement of 11% (1 point) or 15% (2 points). To determine percentage improvement, follow the method outlined in GIB Prerequisite Minimum Building Energy Performance.

OR

**Option 2. Prescriptive Compliance: ASHRAE 50% Advanced Energy Design Guide (2 points)**

To be eligible for Option 2, project must comply with all of requirements of Option 2 in GIB Prerequisite Minimum Building Energy Performance.

AND

Comply with the applicable recommendations and standards in Chapter 4, Design Strategies and Recommendations by Climate Zone, for the appropriate ASHRAE 50% Advanced Energy Design Guide and climate zone. For projects outside the U.S., consult ASHRAE/ASHRAE/IESNA Standard 90.1–2010, Appendixes B and D, to determine the appropriate climate zone.

**ASHRAE 50% Advanced Energy Design Guide for Small to Medium Office Buildings**

- *Building envelope, opaque:* roofs, walls, floors, slabs, doors, and continuous air barriers
- *Building envelope, glazing:* vertical fenestration
- *Interior lighting,* including daylighting and interior finishes
- *Exterior lighting*
- *Plug loads,* including equipment and controls

**ASHRAE 50% Advanced Energy Design Guide for Medium to Large Box Retail Buildings**

- *Building envelope, opaque:* roofs, walls, floors, slabs, doors, and vestibules
- *Building envelope, glazing:* fenestration - all orientations
- *Interior lighting,* excluding lighting power density for sales floor

- *Additional interior lighting* for sales floor
- *Exterior lighting*
- *Plug loads,* including equipment choices and controls

**ASHRAE 50% Advanced Energy Design Guide for K–12 School Buildings**

- *Building envelope, opaque:* roofs, walls, floors, slabs, and doors
- *Building envelope, glazing:* vertical fenestration
- *Interior lighting,* including daylighting and interior finishes
- *Exterior lighting*
- *Plug loads,* including equipment choices, controls, and kitchen equipment

**ASHRAE 50% Advanced Design Guide for Large Hospitals**

- *Building envelope, opaque:* roofs, walls, floors, slabs, doors, vestibules, and continuous air barriers
- *Building envelope, glazing:* vertical fenestration
- *Interior lighting,* including daylighting (form or nonform driven) and interior finishes
- *Exterior lighting*
- *Plug loads,* including equipment choices, controls, and kitchen equipment

For new *single-family residential* buildings and new multiunit residential buildings three stories or fewer, 90% of the buildings must reduce absolute estimated annual energy usage by 20% compared with the LEED Energy Budget for each building. Follow the method outlined in LEED v4 for Homes, EA Credit Annual Energy Use.

# GIB CREDIT: INDOOR WATER USE REDUCTION

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To reduce indoor water consumption.

**Requirements**

**ND PLAN, ND**

**Nonresidential Buildings, Mixed-Use Buildings, and Multifamily Residential Buildings Four Stories or More**

For new buildings and buildings undergoing major renovations as part of the *project*, reduce indoor water usage by an average of 40% from a baseline.

All newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling must be WaterSense labeled (or local equivalent for projects outside the U.S.).

For fixtures and fittings listed in Table 1, as applicable to the project scope, calculate the baseline water consumption using estimated occupant usage.

The design case is calculated as a weighted average of water usage for the buildings constructed as part of the project, based on their floor area.

**Table 1. Baseline water consumption of fixtures and fittings**

| *Fixture or fitting* | *Baseline (IP units)* | *Baseline (SI units)* |
|---|---|---|
| Toilet (water closet)* | 1.6 gpf | 6 lpf |
| Urinal* | 1.0 gpf | 3.8 lpf |
| Public lavatory (restroom) faucet | 0.5 gpm at 60 psi** all others except private applications | 1.9 lpm at 415 kPa, all others except private applications |
| Private lavatory faucet* | 2.2 gpm at 60 psi | 8.3 lpm at 415 kPa |
| Kitchen faucet (excluding faucets used exclusively for filling operations) | 2.2 gpm at 60 psi | 8.3 lpm at 415 kPa |
| Showerhead* | 2.5 gpm at 80 psi per shower stall | 9.5 lpm at 550 kPa per shower stall |

* WaterSense label available for this product type
gpf = gallons per flush
gpm = gallons per minute
psi = pounds per square inch
lpf = liters per flush
lpm = liters per minute
kPa = kilopascals

**New Single-Family Residential Buildings and New Multiunit Residential Buildings Three Stories or Fewer**

90% of buildings must use a combination of fixtures and fittings that would earn 4 points under LEED v4 for Building Design and Construction: Homes and Multifamily Lowrise v4 WE Credit Indoor Water Use.

# GIB CREDIT: OUTDOOR WATER USE REDUCTION

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

## Intent

To reduce outdoor water consumption.

## Requirements

**ND PLAN, ND**

Reduce outdoor water use through one of the following options. Nonvegetated surfaces, such as permeable or impermeable pavement, should be excluded from landscape area calculations. Athletic fields and playgrounds (if vegetated) and food gardens may be included or excluded at the project team's discretion.

**Option 1. No Irrigation Required (2 points)**

Show that the landscape does not require a permanent irrigation system beyond a maximum two-year establishment period.

OR

**Option 2. Reduced Irrigation (1–2 points)**

Reduce the project's landscape water requirement (LWR) by at least 30% from the calculated baseline for the site's peak watering month. Reductions must first be achieved through plant species selection and irrigation system efficiency as calculated in the Environmental Protection Agency (EPA) WaterSense Water Budget Tool.

Additional reductions beyond 30% may be achieved using any combination of efficiency, alternative water sources, and smart scheduling technologies.

**Table 1. Points for reducing irrigation water**

| *Percentage reduction from baseline* | *Points* |
|---|---|
| 30% | 1 |
| 50% | 2 |

# GIB CREDIT: BUILDING REUSE

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To extend the life cycle of buildings and conserve resources, reduce waste, and reduce environmental harm from materials manufacturing and transport for new buildings.

**Requirements**

**ND PLAN, ND (GIB)**

**Case 1. Five Buildings or Fewer**

For projects with five or fewer buildings undergoing major renovations, reuse 50% of one such building, based on surface area. Calculations must include structural elements (e.g., floors, roof decking) and enclosure materials (e.g., skin, framing). Exclude from the calculations window assemblies, nonstructural roofing material, and any hazardous materials that are remediated as part of the project.

**Case 2. More Than Five Buildings**

For projects with more than five buildings undergoing major renovations, reuse 20% of the total surface area of such buildings (including structure and enclosure materials, as defined in Case 1).

**For All Projects** Do not demolish any *historic buildings* or contributing buildings in a *historic district*, or portions thereof, or alter any *cultural landscapes* as part of the project.

An exception is granted only with approval from an appropriate review body. For buildings or landscapes listed locally, approval must be granted by the local historic preservation review board, or equivalent. For buildings or landscapes listed in a state register or in the National Register of Historic Places (or equivalent for projects outside the U.S.), approval must appear in a programmatic agreement with the state historic preservation office or National Park Service (or local equivalent for projects outside the U.S.).

# GIB CREDIT: HISTORIC RESOURCE PRESERVATION AND ADAPTIVE REUSE

ND
**2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To respect local and national landmarks and conserve material and cultural resources by encouraging the preservation and adaptive reuse of historic buildings and cultural landscapes.

**Requirements**

**ND PLAN, ND (GIB)**

This credit is available to projects with at least one historic building, contributing building in a historic district, or cultural landscape on the *project* site.

Do not demolish any historic buildings or contributing buildings in a historic district, or portions thereof, or alter any cultural landscapes as part of the project.

An exception is granted only with approval from an appropriate review body. For buildings or landscapes listed locally, approval must be granted by the local historic preservation review board, or equivalent. For buildings or landscapes listed in a state register or in the National Register of Historic Places (or equivalent for projects outside the U.S.), approval must appear in a programmatic agreement with the state historic preservation office or National Park Service (or local equivalent for projects outside the U.S.).

If any historic building or a contributing building in a historic district in the project site is to be altered (rehabilitated, preserved, or restored), use one of the following approaches for each building, as applicable.

- *Building subject to local review.* Obtain approval, in the form of a certificate of appropriateness, from a local historic preservation commission or architectural review board for any exterior alterations or additions.

- *Building subject to state or federal review.* If the building is subject to review by a state historic preservation office or the National Park Service (or equivalent body for projects outside the U.S.), the alteration must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties (or equivalent for projects outside the U.S.).

- *Listed or eligible building not subject to review.* If a building is listed or determined eligible but alteration is not subject to local, state, or federal review, include on the project team a preservation professional who meets the U.S. federal qualifications for historic architects or architectural historians (or a local equivalent for projects outside the U.S.). The preservation professional must confirm adherence to the Secretary of the Interior's Standards for the Treatment of Historic Properties, or a local equivalent for projects outside the U.S.

If a cultural landscape is to be rehabilitated, restored, or preserved, do so in accordance with the Guidelines for the Treatment of Cultural Landscapes or local equivalent for projects outside the U.S. whichever is more stringent.

# GIB CREDIT: MINIMIZED SITE DISTURBANCE

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To preserve existing noninvasive trees, native plants, and pervious surfaces.

**Requirements**

**ND PLAN, ND (GIB)**

**Option 1. Development Footprint on Previously Developed Land (1 point)**
Locate 100% of the development footprint and the construction impact zone on previously developed land.

OR

**Option 2. Undeveloped Portion of Project Left Undisturbed (1 point)**
Depending on the density of the project, do not develop or disturb a portion of the site that has not been previously developed, exclusive of (1) any land preserved by codified law, (2) a prerequisite of LEED for Neighborhood Development or (3) exempt areas designated as nonbuildable in comprehensive land-use plans. Stipulate in covenants, conditions, and restrictions (CC&R) or other binding documents that the undisturbed area will be protected from development by a private or governmental agency for the purpose of long-term conservation. When determining the minimum area to be left undeveloped, mixed-use projects must use the lowest applicable density from Table 1 or use the weighted average methodology in NPD Credit Compact Development. Densities and minimum percentages are as follows:

**Table 1. Minimum undeveloped area, by project density**

| Residential density (DU/acre) | Residential density (DU/hectare) | Nonresidential density (FAR) | Minimum area left undisturbed |
|---|---|---|---|
| < 13 | <32 | < 0.5 | 20% |
| > 13 and ≤ 18 | > 32 and ≤ 45 | ≥ 0.5 and ≤1 | 15% |
| > 18 | > 45 | > 1 | 10% |

DU = dwelling unit; FAR = floor-area ratio.

For portions of the site that are not previously developed, identify construction impact zones that limit disturbance to the following:

- 40 feet (12 meters) beyond the building perimeter;
- 10 feet (3 meters) beyond surface walkways, patios, surface parking, and utilities less than 12 inches (30 centimeters) in diameter;
- 15 feet (4.5 meters) beyond street curbs and main utility branch trenches; and
- 25 feet (7.5 meters) beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater retention facilities, and playing fields) that require additional staging areas to limit compaction in the constructed zone.

**For All Projects**

Survey the site to identify the following:

- trees in good or excellent condition, as determined by an arborist certified by the International Society of Arboriculture (ISA) or local equivalent professional for projects outside the U.S.;
- any heritage or champion trees of special importance to the community because of their age, size, type, historical association, or horticultural value, as defined by a government forester;

- all trees larger than 6 inches (15 centimeters) in diameter at breast height (dbh, 4 feet 6 inches [1.4 meters] above ground); and
- any invasive plant species that affect trees present on the site, and whether those plants threaten the health of other trees to be preserved on the site, as determined by an ISA-certified arborist or local equivalent professional.

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Preserve the following trees that are also identified as in good or excellent condition:

- all heritage or champion trees and trees whose dbh exceeds 50% of the state champion dbh for the species;
- a minimum of 75% of all noninvasive trees (including the above) larger than 18 inches (45 centimeters) dbh; and
- a minimum of 25% of all noninvasive trees (including the above) larger than 12 inches (30 centimeters) dbh if deciduous and 6 inches (15 centimeters) dbh if coniferous.

Tree condition ratings must be determined by an ISA-certified arborist using ISA-approved assessment measures or by a local equivalent professional utilizing an equivalent methodology.

Develop a plan, in consultation with and approved by an ISA-certified arborist or equivalent, for the health of the trees, including fertilization and pruning, and for their protection during construction.

If an ISA-certified arborist or local equivalent professional has determined that any trees to be preserved are threatened by invasive vegetation, develop a plan to reduce the invasive vegetation. Stipulate in codes, covenants, and restrictions or other binding documents that the undisturbed area of the preserved trees will be protected from development by a private or governmental agency for the purpose of long-term conservation.

## GIB CREDIT: RAINWATER MANAGEMENT

ND
**1–4 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To reduce runoff volume and improve water quality by replicating the natural hydrology and water balance of the site, based on historical conditions and undeveloped ecosystems in the region.

**Requirements**

**ND PLAN, ND**

In a manner best replicating *natural site hydrology* processes, *manage on site* the runoff from the developed site for the percentile of regional or local rainfall events listed in Table 1, using *low-impact development (LID)* and *green infrastructure*.

Use daily rainfall data and the methodology in the U.S. Environmental Protection Agency (EPA) Technical Guidance on Implementing the Stormwater Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act to determine the percentile amounts listed in Table 1. The percentile rainfall event indicates the total volume to be retained on site.

**Table 1. Points for retaining rainwater on site**

| Percentile rainfall event | Points |
|---|---|
| 80th | 1 |
| 85th | 2 |
| 90th | 3 |
| 95th | 4 |

Projects that earn at least 2 points under this credit may earn an additional point if the site meets one of the following criteria.

- The project is located on a previously developed site.
- The project achieves 1 point in SLL Credit Brownfield Remediation.
- The project is designed to be transit ready by achieving at least 2 points each under NPD Credit Walkable Streets, NPD Credit Compact Development, and NPD Credit Mixed-Use Neighborhoods.

# GIB CREDIT: HEAT ISLAND REDUCTION

ND
**1 point**
This credit applies to

- Neighborhood Development Plan (1 point)
- Neighborhood Development (1 point)

**Intent**
To minimize effects on microclimates and human and wildlife habitats by reducing heat islands.

**Requirements**

**ND PLAN, ND**

**Option 1. Nonroof (1 point)**
Use any combination of the following strategies for 50% of the nonroof site paving (including roads, sidewalks, courtyards, parking lots, parking structures, and driveways).

- Use the existing plant material or install plants that provide shade over the paving areas on the site within 10 years of plant material installation.
- Install and plant planters, either at grade or raised. Plant material cannot include artificial turf.
- Provide shade with structures covered by energy generation systems, such as solar thermal collectors, photovoltaics, and wind turbines, that produce energy used to offset some nonrenewable resource use.
- Provide shade with architectural devices or structures that have a three-year aged *solar reflectance (SR)* value of at least 0.28. If three-year aged value information is not available, use materials with an initial SR of at least 0.33 at installation,
- Provide shade with vegetated structures.
- Use paving materials with a three-year aged *solar reflectance (SR)* value of at least 0.28. If three-year aged value information is not available, use materials with an initial SR of at least 0.33 at installation.
- Use an *open-grid pavement system* (at least 50% unbound).

OR

**Option 2. High-Reflectance and Vegetated Roofs (1 point)**
Use roofing materials that have an SRI equal to or greater than the values in Table 1. Meet the three-year aged SRI value (if three-year aged value information is not available, use materials that meet the initial SRI value) for a minimum of 75% of the roof area of all new buildings within the project, or install a vegetated ("green") roof for at least 75% of the roof area of all new buildings within the project. Combinations of SRI-compliant and vegetated roofs can be used, provided they satisfy the equation in Option 3.

**Table 1. Minimum solar reflectance index value, by roof slope**

| | Initial SRI | 3-year aged SRI |
|---|---|---|
| Low (≤ 2:12) | 82 | 64 |
| Steep (> 2:12) | 39 | 32 |

OR

**Option 3. Mixed Nonroof and Roof Measures (1 point)**
Use any of the strategies listed under Options 1 and 2 that in combination meet the following criterion:

Area of Area of High- Area of Total Site Total Roof Area

$$\frac{\text{Nonroof Measures}}{0.5} + \frac{\text{Reflectance Roof}}{0.75} + \frac{\text{Vegetated Roof}}{0.75} \geq \text{Paving Area} +$$

Alternatively, an SRI and SR weighted average approach may be used to calculate compliance:

## GIB CREDIT: SOLAR ORIENTATION

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To encourage energy efficiency by creating optimum conditions for the use of passive and active solar strategies.

**Requirements**

**ND PLAN, ND**

**Option 1. Block Orientation (1 point)**

This option is for projects that earn at least 2 points under NPD Credit Compact Development.

Design and orient the project or locate the project on existing blocks such that one axis of 75% or more of the blocks is within ±15 degrees of geographical east-west, and the east-west lengths of those blocks are at least as long as the north-south lengths.

OR

**Option 2. Building Orientation (1 point)**

Design and orient 75% or more of the project's total building floor area (excluding existing buildings) such that one axis of each qualifying building is at least 1.5 times longer than the other, and the longer axis is within 15 degrees of geographical east-west. The length-to-width ratio applies only to walls enclosing conditioned spaces; walls enclosing unconditioned spaces, such as garages, arcades, or porches, cannot contribute to credit achievement. The surface area of equator-facing vertical surfaces and slopes of roofs of buildings counting toward credit achievement must not be more than 25% shaded at the time of initial occupancy, measured at noon on the winter solstice.

## GIB CREDIT: RENEWABLE ENERGY PRODUCTION

ND
**1–3 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To reduce the environmental and economic harms associated with fossil fuel energy by increasing self-supply of renewable energy.

**Requirements**

**ND PLAN, ND**

Incorporate on-site nonpolluting renewable energy generation, such as solar, wind, geothermal, small-scale or micro-hydroelectric, or biomass, with production capacity of at least 5% of the project's annual electrical and thermal energy cost (exclusive of *existing* buildings).

Points are awarded according to Table 1.

**Table 1. Points for renewable energy production**

| *Percentage of annual electrical and thermal energy cost* | *Points* |
|---|---|
| 5% | 1 |
| 12.5% | 2 |
| 20% | 3 |

# GIB CREDIT: DISTRICT HEATING AND COOLING

ND
**2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To encourage the development of energy-efficient neighborhoods by employing district heating and cooling strategies that reduce energy use and energy-related environmental harms.

**Requirements**

**ND PLAN, ND**

Incorporate a district heating and/or cooling system for space conditioning and/or water heating of new buildings (at least two buildings total) such that at least 80% of the *project's* annual heating and/or cooling consumption is provided by the district plant. *Single-family residential* buildings and *existing* buildings of any type may be excluded from the calculation.

Each system component that is addressed by ANSI/ASHRAE/IESNA Standard 90.1–2010 must have an overall efficiency performance at least 10% better than that specified by the standard's prescriptive requirements. Additionally, annual district pumping energy consumption that exceeds 2.5% of the annual thermal energy output of the heating and cooling plant must be offset by increases in the component's efficiency beyond the 10% improvement. If a combined heat and power (CHP) system is used to comply with the credit requirements, show equivalence by demonstrating that energy consumption savings from the CHP plant at least equal the energy savings that would result from using a conventional district energy system with components that are 10% better than ANSI/ASHRAE/IESNA Standard 90.1–2010. When determining equivalency, take into account the pumping energy as described above.

## GIB CREDIT: INFRASTRUCTURE ENERGY EFFICIENCY

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To reduce the environmental harms from energy used for operating public infrastructure.

**Requirements**

**ND PLAN, ND**

Design, purchase, or work with the municipality to install all new infrastructure (e.g., traffic lights, *street* lights, water and wastewater pumps) to achieve a 15% annual energy reduction below an estimated baseline energy use for this infrastructure. When determining the baseline, assume the use of lowest first-cost infrastructure items.

# GIB CREDIT: WASTEWATER MANAGEMENT

ND
**1–2 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To reduce pollution from wastewater and encourage water reuse. .

**Requirements**

**ND PLAN, ND (GIB)**

Design and construct the project to retain on-site at least 25% of the average annual wastewater generated by the project (excluding any existing buildings), and reuse that wastewater to replace potable water. Provide on-site treatment to a quality required by state and local regulations for the proposed reuse, whichever is more stringent. Calculate the percentage of wastewater diverted and reused by determining the total wastewater flow, using the design case from GIB Prerequisite Indoor Water Use Reduction and adding wastewater flow from residential buildings, then determining how much of that volume is reused on site.

**Table 1. Points for reusing wastewater**

| *Percentage of wastewater reused* | *Points* |
|---|---|
| 25% | 1 |
| 50% | 2 |

## GIB CREDIT: RECYCLED AND REUSED INFRASTRUCTURE

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To avoid the environmental consequences of extracting and processing virgin materials by using recycled and reclaimed materials.

**Requirements**

**ND PLAN, ND (GIB)**

Use materials for new infrastructure such that the sum of the *postconsumer* recycled content, on-site reused materials, and one-half of the *preconsumer* recycled content constitutes at least 50% of the total mass of infrastructure materials.

Count materials in all of the following infrastructure items, as applicable:

- roadways, parking lots, sidewalks, unit paving, and curbs;
- water retention tanks and vaults;
- base and sub-base materials for the above; and
- rainwater, sanitary sewer, steam energy distribution, and water piping.

Recycled content is defined in accordance with ISO/IEC 14021, Environmental Labels and Declaration, Self-Declared Environmental Claims (Type II environmental labeling).

## GIB CREDIT: SOLID WASTE MANAGEMENT

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To reduce the volume of waste deposited in landfills and promote the proper disposal of hazardous waste.

**Requirements**

**ND PLAN, ND (GIB)**

Meet at least four of the following five requirements and publicize their availability and benefits.

a. Include as part of the *project* at least one recycling or reuse station, available to all project occupants, dedicated to the separation, collection, and storage of materials for recycling; or locate the project in a local government jurisdiction that provides recycling services. The recycling must cover at least paper, corrugated cardboard, glass, plastics, and metals.

b. Include as part of the project at least one drop-off point, available to all project occupants, for potentially hazardous office or household wastes and establish a plan for postcollection disposal or use; or locate the project in a local government jurisdiction that provides collection services. Examples of potentially hazardous wastes include paints, solvents, oil, mercury-containing lamps, electronic waste, and batteries.

c. Include as part of the project at least one compost station or location, available to all project occupants, dedicated to the collection and composting of food and yard wastes, and establish a plan for postcollection use; or locate the project in a local government jurisdiction that provides composting services. .

d. On every mixed-use or nonresidential *block* or at least every 800 feet (245 meters), whichever is shorter, include recycling containers either adjacent to or integrated into the design of other receptacles.

e. Recycle, reuse, or salvage at least 50% of nonhazardous construction, demolition, and renovation debris. Calculations can be done by weight or volume but must be consistent throughout. Develop and implement a construction waste management plan that identifies the materials to be diverted from disposal and specifies whether the materials will be stored on site or commingled. Reused or recycled asphalt, brick, and concrete (ABC) can account for no more than 75% of the diverted waste total. Exclude excavated soil, land-clearing debris, and materials contributing toward GIB Credit Building Reuse from calculations. Include materials destined for alternative daily cover (ADC) in the calculations as waste (not diversion).

# GIB CREDIT: LIGHT POLLUTION REDUCTION

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**
To increase night sky access, improve nighttime visibility, and reduce the consequences of development for wildlife and people.

**Requirements**

**ND PLAN, ND**

Meet the Light Pollution Reduction requirements for the following:
1. One option in Exterior Lighting for Residential Areas
2. Exterior Lighting for Circulation Network
3. Uplight and light trespass requirements in Exterior Lighting for All Other Areas
4. Covenants, Conditions, and Restrictions.

Divide the project into model lighting ordinance (MLO) lighting zones LZ0 to LZ4 based on site-specific characteristics using the definitions of lighting zones provided in the Illuminating Engineering Society and International Dark Sky Association (IES/IDA) MLO User Guide.

Meet the requirements below for each lighting zone within the project.

**Exterior Lighting for Residential Areas**
Meet either Option 1 or Option 2 for all exterior lighting in new residential construction and residential buildings undergoing major renovations. Existing residential construction is exempt. Projects may use different options for uplight and light trespass.

> **Option 1. BUG Rating Method**
> Each fixture must have a backlight-uplight-glare (BUG) rating (as defined in IES TM-15-11, Addendum A) of no more than B2-U2-G2.
>
> OR
>
> **Option 2. Calculation Method**
> Meet the requirements of Option 2 in Exterior Lighting for All Other Areas, below.

**Exterior Lighting for Circulation Network**
For any portions of the circulation network not governed by national, state, or other superseding regulations, do not install street lighting unless conditions warrant the need for street lighting.

New and existing street lighting luminaires must not emit any light above 90 degrees (horizontal), based on the photometric characteristics of each luminaire when mounted in the same orientation and tilt as specified in the project design or as currently installed.

Exception for ornamental luminaires: Using the lowest MLO lighting zone for immediately adjacent properties, meet the requirements of the IES/IDA MLO, Table H.

AND

**Exterior Lighting for All Other Areas**

Use either the BUG method (Option 1) or the calculation method (Option 2) to meet uplight and light trespass

requirements. Projects may use different options for uplight and light trespass.

**Uplight**

**Option 1. BUG Rating Method**
Do not exceed the following luminaire uplight ratings, based on the specific light source installed in the luminaire as defined in IES TM-15-11, Addendum A.

**Table 1. Maximum uplight ratings for luminaires, by lighting zone**

| MLO lighting zone | Luminaire uplight rating |
|---|---|
| LZ0 | U0 |
| LZ1 | U1 |
| LZ2 | U2 |
| LZ3 | U3 |
| LZ4 | U4 |

**Option 2. Calculation Method**
Do not exceed the following maximum percentages of total lumens emitted above horizontal.

**Table 2. Maximum percentage of lumens above horizontal**

| MLO lighting zone | Maximum allowed percentage of total luminaire lumens emitted above horizontal |
|---|---|
| LZ0 | 0% |
| LZ1 | 0% |
| LZ2 | 1.5% |
| LZ3 | 3% |
| LZ4 | 6% |

**Light Trespass**

**Option 1. BUG Rating Method**
Do not exceed the following luminaire backlight and glare ratings (based on the specific light source installed in the luminaire) as defined in IES TM-15-11, Addendum A, based on the mounting location and distance from the *lighting boundary*.

**Table 3. Maximum backlight and glare ratings, by lighting zone**

| | MLO lighting zone | | | | |
|---|---|---|---|---|---|
| Luminaire mounting | LZ0 | LZ1 | LZ2 | LZ3 | LZ4 |
| | Allowed backlight ratings | | | | |
| > 2 mounting heights from lighting boundary | B1 | B3 | B4 | B5 | B5 |
| 1 to 2 mounting heights from lighting boundary and properly oriented | B1 | B2 | B3 | B4 | B4 |
| 0.5 to 1 mounting height to lighting boundary and properly oriented | B0 | B1 | B2 | B3 | B3 |

| | | | | | |
|---|---|---|---|---|---|
| < 0.5 mounting height to lighting boundary and properly oriented | B0 | B0 | B0 | B1 | B2 |
| | Allowed glare ratings | | | | |
| Building-mounted > 2 mounting heights from any lighting boundary | G0 | G1 | G2 | G3 | G4 |
| Building-mounted 1–2 mounting heights from any lighting boundary | G0 | G0 | G1 | G1 | G2 |
| Building-mounted 0.5 to 1 mounting heights from any lighting boundary | G0 | G0 | G0 | G1 | G1 |
| Building-mounted < 0.5 mounting heights from any lighting boundary | G0 | G0 | G0 | G0 | G1 |
| All other luminaires | G0 | G1 | G2 | G3 | G4 |

A lighting boundary (or boundaries) is defined as the perimeter of each lighting zone within the project boundary. A lighting boundary can be modified under the following conditions:

- When the property line is adjacent to a public area that is a walkway, bikeway, plaza, or parking lot, the lighting boundary may be moved to 5 feet (1.5 meters) beyond the property line;
- When the property line is adjacent to a public street, alley, or transit corridor, the lighting boundary may be moved to the center line of that street, alley, or corridor;
- When there are additional properties owned by the same entity that are contiguous to the property, or properties, that the LEED project is within and have the same or higher MLO lighting zone designation as the LEED project, the lighting boundary may be expanded to include those properties.

Orient all luminaires less than two mounting heights from the lighting boundary such that the backlight points toward the nearest lighting boundary line. Building-mounted luminaires with the backlight oriented toward the building are exempt from the backlight rating requirement.

**Option 2. Calculation Method**

Do not exceed the following vertical illuminances at the lighting boundary of each lighting zone in the project (use the definition of lighting boundary in Option 1). Calculation points may be no more than 5 feet (1.5 meters) apart. Vertical illuminances must be calculated on vertical planes running parallel to the lighting boundary, with the normal to each plane oriented toward the property and perpendicular to the lighting boundary, extending from grade level to 33 feet (10 meters) above the height of the highest luminaire.

**Table 4. Maximum vertical illuminance at lighting boundary, by lighting zone**

| MLO lighting zone | Vertical illuminance |
|---|---|
| LZ0 | 0.05 fc (0.5 lux) |
| LZ1 | 0.05 fc (0.5 lux) |
| LZ2 | 0.10 fc (1 lux) |
| LZ3 | 0.20 fc (2 lux) |
| LZ4 | 0.60 fc (6 lux) |

FC = footcandle

**Exemptions from Uplight and Light Trespass Requirements**

The following exterior lighting is exempt from the requirements, provided it is controlled separately from the nonexempt lighting:

- specialized signal, directional, and marker lighting for transportation;
- internally illuminated signage;
- lighting that is used solely for façade and landscape lighting in MLO lighting zones 3 and 4 and is automatically turned off from midnight until 6 a.m.;
- lighting that is integral to other equipment or instrumentation that has been installed by the equipment or instrumentation manufacturer;
- lighting for theatrical purposes for stage, film, and video performances;
- street lighting;
- hospital emergency departments, including associated helipads; and
- lighting for the national flag in MLO lighting zones 2, 3, or 4.

**Covenants, Conditions, and Restrictions**

Establish *covenants, conditions, and restrictions* (CC&R) or other binding documents that require continued adherence to the above requirements.

# INNOVATION (IN)

## IN CREDIT: INNOVATION

ND
**1–5 points**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To encourage projects to achieve exceptional or innovative performance.

**Requirements**

**ND PLAN, ND**

To achieve all five innovation points, a project team must achieve at least one pilot credit, at least one innovation credit and no more than two exemplary performance credits.
**Option 1. Innovation (1 point)**
Achieve significant, measurable environmental performance using a strategy not addressed in the LEED green building rating system.

Identify the following:

- the intent of the proposed innovation credit;
- proposed requirements for compliance;
- proposed submittals to demonstrate compliance; and
- the design approach or strategies used to meet the requirements.

AND/OR

**Option 2. Pilot (1 point)**
Achieve one pilot credit from USGBC's LEED Pilot Credit Library.

AND/OR

**Option 3. Additional Strategies**

- **Innovation (1-3 points)**
  Defined in Option 1 above.
- **Pilot (1-3 points)**
  Meet the requirements of Option 2.
- **Exemplary Performance (1–2 points)**
  Achieve exemplary performance in an existing LEED v4 prerequisite or credit that allows exemplary performance, as specified in the LEED Reference Guide, v4 edition. An exemplary performance point is typically earned for achieving double the credit requirements or the next incremental percentage threshold.

## IN CREDIT: LEED ACCREDITED PROFESSIONAL

ND
**1 point**
This credit applies to

- Neighborhood Development Plan
- Neighborhood Development

**Intent**

To encourage the team integration required by a LEED project and to streamline the application and certification process.

**Requirements**

**ND PLAN, ND**

At least one principal participant of the project team must be a LEED Accredited Professional (AP) with a specialty appropriate for the project.

# REGIONAL PRIORITY (RP)

## RP CREDIT: REGIONAL PRIORITY

ND
**4 points**
This credit applies to

- Neighborhood Development Plan (1-4 points)
- Neighborhood Development (1-4 points)

### Intent

To provide an incentive for the achievement of credits that address geographically specific environmental, social equity, and public health priorities.

### Requirements

**ND PLAN, ND**

Earn up to four of the six Regional Priority credits. These credits have been identified by the USGBC regional councils and chapters as having additional regional importance for the project's region. A database of Regional Priority credits and their geographic applicability is available on the USGBC website, http://www.usgbc.org.

One point is awarded for each Regional Priority credit achieved, up to a maximum of four.

# APPENDICES

## APPENDIX 1. USE TYPES AND CATEGORIES

**Table 1. Use Types and Categories**

| Category | Use type |
|---|---|
| Food retail | Supermarket |
| | Grocery with produce section |
| Community-serving retail | Convenience store |
| | Farmers market |
| | Hardware store |
| | Pharmacy |
| | Other retail |
| Services | Bank |
| | Family entertainment venue (e.g., theater, sports) |
| | Gym, health club, exercise studio |
| | Hair care |
| | Laundry, dry cleaner |
| | Restaurant, café, diner (excluding those with only drive-thru service) |
| Civic and community facilities | Adult or senior care (licensed) |
| | Child care (licensed) |
| | Community or recreation center |
| | Cultural arts facility (museum, performing arts) |
| | Education facility (e.g., K—12 school, university, adult education center, vocational school, community college) |
| | Government office that serves public on-site |
| | Medical clinic or office that treats patients |
| | Place of worship |
| | Police or fire station |
| | Post office |
| | Public library |
| | Public park |
| | Social services center |
| Community anchor uses (BD&C and ID&C only) | Commercial office (100 or more full-time equivalent jobs) |
| | Housing (100 or more dwelling units) |

Adapted from Criterion Planners, INDEX neighborhood completeness indicator, 2005.

# APPENDIX 2. DEFAULT OCCUPANCY COUNTS

Use Table 1 to calculate default occupancy counts. Only use the occupancy estimates if occupancy is unknown.

For the calculation, use gross floor area, not net or leasable floor area. Gross floor area is defined as the sum of all areas on all floors of a building included within the outside faces of the exterior wall, including common areas, mechanical spaces, circulation areas, and all floor penetrations that connect one floor to another. To determine gross floor area, multiply the building footprint (in square feet or square meters) by the number of floors in the building. Exclude underground or structured parking from the calculation.

**Table 1. Default Occupancy Numbers**

| | Gross square feet per occupant | | Gross square meters per occupant | |
|---|---|---|---|---|
| | Employees | Transients | Employees | Transients |
| General office | 250 | 0 | 23 | 0 |
| Retail, general | 550 | 130 | 51 | 12 |
| Retail or service (e.g., financial, auto) | 600 | 130 | 56 | 12 |
| Restaurant | 435 | 95 | 40 | 9 |
| Grocery store | 550 | 115 | 51 | 11 |
| Medical office | 225 | 330 | 21 | 31 |
| R&D or laboratory | 400 | 0 | 37 | 0 |
| Warehouse, distribution | 2,500 | 0 | 232 | 0 |
| Warehouse, storage | 20,000 | 0 | 1860 | 0 |
| Hotel | 1,500 | 700 | 139 | 65 |
| Educational, daycare | 630 | 105 | 59 | 10 |
| Educational, K–12 | 1,300 | 140 | 121 | 13 |
| Educational, postsecondary | 2,100 | 150 | 195 | 14 |

Sources:
ANSI/ASHRAE/IESNA Standard 90.1–2004 (Atlanta, GA, 2004).
2001 Uniform Plumbing Code (Los Angeles, CA)
California Public Utilities Commission, 2004–2005 Database for Energy Efficiency Resources (DEER) Update Study (2008).
California State University, Capital Planning, Design and Construction Section VI, Standards for Campus Development Programs (Long Beach, CA, 2002).
City of Boulder Planning Department, Projecting Future Employment—How Much Space per Person (Boulder, 2002).
Metro, 1999 Employment Density Study (Portland, OR 1999).
American Hotel and Lodging Association, Lodging Industry Profile Washington, DC, 2008.
LEED for Core & Shell Core Committee, personal communication (2003 - 2006).
LEED for Retail Core Committee, personal communication (2007)
OWP/P, Medical Office Building Project Averages (Chicago, 2008).
OWP/P, University Master Plan Projects (Chicago, 2008).
U.S. General Services Administration, Childcare Center Design Guide (Washington, DC, 2003).

# APPENDIX 3. RETAIL PROCESS LOAD BASELINES

**Table 1a. Commercial kitchen appliance prescriptive measures and baseline for energy cost budget (IP units)**

| | Baseline energy usage for energy modeling path | | | | Levels for prescriptive path | |
|---|---|---|---|---|---|---|
| Appliance type | Fuel | Function | Baseline efficiency | Baseline idle rate | Prescriptive efficiency | Prescriptive idle rate |
| Broiler, underfired | Gas | Cooking | 30% | 16,000 Btu/h/ft$^2$ peak input | 35% | 12,000 Btu/h/ft$^2$ peak input |
| Combination ovens, steam mode (P = pan capacity) | Elec | Cooking | 40% steam mode | 0.37P+4.5 kW | 50% steam mode | 0.133P+0.6400 kW |
| Combination ovens, steam mode | Gas | Cooking | 20% steam mode | 1,210P+35,810 Btu/h | 38% steam mode | 200P+6,511 Btu/h |
| Combination ovens, convection mode | Elec | Cooking | 65% convection mode | 0.1P+1.5 kW | 70% convection mode | 0.080P+0.4989 kW |
| Combination ovens, convection mode | Gas | Cooking | 35% convection mode | 322P+13,563 Btu/h | 44% convection mode | 150P+5,425 Btu/h |
| Convection oven, full-size | Elec | Cooking | 65% | 2.0 kW | 71% | 1.6 kW |
| Convection oven, full-size | Gas | Cooking | 30% | 18,000 Btu/h | 46% | 12,000 Btu/h |
| Convection oven, half-size | Elec | Cooking | 65% | 1.5 kW | 71% | 1.0 kW |
| Conveyor oven, > 25-inch belt | Gas | Cooking | 20% | 70,000 Btu/h | 42% | 57,000 Btu/h |
| Conveyor oven, ≤ 25-inch belt | Gas | Cooking | 20% | 45,000 Btu/h | 42% | 29,000 Btu/h |
| Fryer | Elec | Cooking | 75% | 1.05 kW | 80% | 1.0 kW |
| Fryer | Gas | Cooking | 35% | 14,000 Btu/h | 50% | 9,000 Btu/h |
| Griddle (based on 3 ft model) | Elec | Cooking | 60% | 400 W/ft$^2$ | 70% | 320 W/ft$^2$ |
| Griddle (based on 3 ft model) | Gas | Cooking | 30% | 3,500 Btu/h/ft$^2$ | 38% | 2,650 Btu/h/ft$^2$ |
| Hot food holding cabinets (excluding | Elec | Cooking | na | 40 W/ft$^3$ | na | 21.5V Watts |

| | | | | | | |
|---|---|---|---|---|---|---|
| drawer warmers and heated display), 0 < V < 13 ft³ (V = volume) | | | | | | |
| Hot food holding cabinets (excluding drawer warmers and heated display), 13 ≤ V < 28 ft³ | Elec | Cooking | na | 40 W/ft³ | na | 2.0V + 254 Watts |
| Hot food holding cabinets (excluding drawer warmers and heated display), 28 ft³ ≤ V | Elec | Cooking | na | 40 W/ft³ | na | 3.8V + 203.5 Watts |
| Large vat fryer | Elec | Cooking | 75% | 1.35 kW | 80% | 1.1 kW |
| Large vat fryer | Gas | Cooking | 35% | 20,000 Btu/h | 50% | 12,000 Btu/h |
| Rack oven, double | Gas | Cooking | 30% | 65,000 Btu/h | 50% | 35,000 Btu/h |
| Rack oven, single | Gas | Cooking | 30% | 43,000 Btu/h | 50% | 29,000 Btu/h |
| Range | Elec | Cooking | 70% | | 80% | |
| Range | Gas | Cooking | 35% | na | 40% and no standing pilots | na |
| Steam cooker, batch cooking | Elec | Cooking | 26% | 200 W/pan | 50% | 135 W/pan |
| Steam cooker, batch cooking | Gas | Cooking | 15% | 2,500 Btu/h/pan | 38% | 2,100 Btu/h/pan |
| Steam cooker, high production or cook to order | Elec | Cooking | 26% | 330 W/pan | 50% | 275 W/pan |
| Steam cooker, high production or cook to order | Gas | Cooking | 15% | 5,000 Btu/h/pan | 38% | 4,300 Btu/h/pan |
| Toaster | Elec | Cooking | — | 1.8 kW average operating | na | 1.2 kW average operating energy |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | energy rate | | rate |
| Ice machine, IMH (ice-making head, H = ice harvest), H ≥ 450 lb/day | Elec | Ice | 6.89 - 0.0011H kWh/100 lb ice | na | $37.72*H^{-0.298}$ kWh/100 lb ice | na |
| Ice machine, IMH (ice-making head), H ≤ 450 lb/day | Elec | Ice | 10.26 – 0.0086H kWh/100 lb ice | na | $37.72*H^{-0.298}$ kWh/100 lb ice | na |
| Ice machine, RCU (remote condensing unit, w/o remote compressor, H < 1,000 lb/day | Elec | Ice | 8.85 - 0.0038H kWh/100lb ice | na | $22.95*H^{-0.258}$ + 1.00 kWh/100 lb ice | na |
| Ice machine, RCU (remote condensing unit), 1600 > H ≥ 1000 lb/day | Elec | ice | 5.10 kWh/100 lb ice | na | $22.95*H^{-0.258}$ + 1.00 kWh/100 lb ice | na |
| Ice machine, RCU (remote condensing unit), H ≥ 1600 lb/day | Elec | Ice | 5.10 kWh/100lb ice | na | -0.00011*H + 4.60 kWh/100 lb ice | na |
| Ice machine, SCU (self-contained unit), H < 175 lb/day | Elec | Ice | 18.0 - 0.0469H kWh/100lb ice | na | $48.66*H^{-0.326}$ + 0.08 kWh/100 lb ice | na |
| Ice machine self-contained unit, H ≥ 175 lb/day | Elec | Ice | 9.80 kWh/100 lb ice | na | $48.66*H^{-0.326}$ + 0.08 kWh/100 lb ice | na |
| Ice machine, water-cooled ice-making | Elec | Ice | 4.0 kWh/100 lb ice | na | 3.68 kWh/100 lb ice | na |

| | | | | | | |
|---|---|---|---|---|---|---|
| head, H ≥ 1436 lb/day (must be on chilled loop) | | | | | | |
| Ice machine, water-cooled ice-making head, 500 lb/day < H < 1436 (must be on chilled loop) | Elec | Ice | 5.58 – 0.0011H kWh/100 lb ice | na | 5.13 - 0.001H kWh/100 lb ice | na |
| Ice machine, water-cooled ice-making head, H < 500 lb/day (must be on chilled loop) | Elec | Ice | 7.80 – 0.0055H kWh/100 lb ice | na | 7.02 - 0.0049H kWh/100 lb ice | na |
| Ice machine, water-cooled once-through (open loop) | Elec | Ice | Banned | Banned | Banned | Banned |
| Ice machine, water-cooled SCU (self-contained unit), H < 200 lb/day (must be on chilled loop) | Elec | Ice | 11.4 – 0.0190H kWh/100 lb ice | na | 10.6 - 0.177H kWh/100 lb ice | na |
| Ice machine, water-cooled self-contained unit, H ≥ 200 lb/day (must be on chilled loop) | Elec | Ice | 7.6 kWh/100 lb ice | na | 7.07 kWh/100 lb ice | na |
| Chest freezer, solid or glass door | Elec | Refrig | 0.45V + 0.943 kWh/day | na | ≤ 0.270V + 0.130 kWh/day | na |
| Chest refrigerator, solid or glass door | Elec | Refrig | 0.1V + 2.04 kWh/day | na | ≤ 0.125V + 0.475 kWh/day | na |
| Glass-door | Elec | Refrig | 0.75V + | na | ≤ 0.607V + | na |

| | | | | | | |
|---|---|---|---|---|---|---|
| reach-in freezer, 0 < V < 15 ft³ | | | 4.10 kWh/day | | 0.893 kWh/day | |
| Glass-door reach-in freezer, 15 ≤ V < 30 ft³ | Elec | Refrig | .75V + 4.10 kWh/day | na | ≤ 0.733V – 1.00 kWh/day | na |
| Glass-door reach-in freezer, 30 ≤ V < 50 ft³ | Elec | Refrig | .75V + 4.10 kWh/day | na | ≤ 0.250V + 13.50 kWh/day | na |
| Glass-door reach-in freezer, 50 ≤ V ft³ | Elec | Refrig | 0.75V + 4.10 kWh/day | na | ≤ 0.450V + 3.50 kWh/day | na |
| Glass-door reach-in refrigerator, 0 < V < 15 ft³ | Elec | Refrig | 0.12V + 3.34 kWh/day | na | ≤ 0.118V + 1.382 kWh/day | na |
| Glass-door reach-in refrigerator, 15 ≤ V < 30 ft³ | Elec | Refrig | 0.12V + 3.34 kWh/day | na | ≤ 0.140V + 1.050 kWh/day | na |
| Glass-door reach-in refrigerator, 30 ≤ V < 50 ft³ | Elec | Refrig | 0.12V + 3.34 kWh/day | na | ≤ 0.088V + 2.625 kWh/day | na |
| Glass-door reach-in refrigerator, 50 ≤ V ft³ | Elec | Refrig | 0.12V + 3.34 kWh/day | na | ≤ 0.110V + 1.500 kWh/day | na |
| Solid-door reach-in freezer, 0 < V < 15 ft³ | Elec | Refrig | 0.4V + 1.38 kWh/day | na | ≤ 0.250V + 1.25 kWh/day | na |
| Solid-door reach-in freezer, 15 ≤ V < 30 ft³ | Elec | Refrig | 0.4V + 1.38 kWh/day | na | ≤ 0.400V – 1.000 kWh/day | na |
| Solid-door reach-in freezer, 30 ≤ V < 50 ft³ | Elec | Refrig | 0.4V + 1.38 kWh/day | na | ≤ 0.163V + 6.125 kWh/day | na |
| Solid-door reach-in freezer, 50 ≤ V ft³ | Elec | Refrig | 0.4V + 1.38 kWh/day | na | ≤ 0.158V + 6.333 kWh/day | na |
| Solid-door reach-in refrigerator, 0 < V < 15 ft³ | Elec | Refrig | 0.1V + 2.04 kWh/day | na | ≤ 0.089V + 1.411 kWh/day | na |

| | | | | | | |
|---|---|---|---|---|---|---|
| Solid-door reach-in refrigerator, 15 ≤ V < 30 ft³ | Elec | Refrig | 0.1V + 2.04 kWh/day | na | ≤ 0.037V + 2.200 kWh/day | na |
| Solid-door reach-in refrigerator, 30 ≤ V < 50 ft³ | Elec | Refrig | 0.1V + 2.04 kWh/day | na | ≤ 0.056V + 1.635 kWh/day | na |
| Solid-door reach-in refrigerator, 50 ≤ V ft³ | Elec | Refrig | 0.1V + 2.04 kWh/day | na | ≤ 0.060V + 1.416 kWh/day | na |
| Clothes washer | Gas | Sanitation | 1.72 MEF | na | 2.00 MEF | na |
| Door-type dish machine, high temp | Elec | Sanitation | na | 1.0 kW | na | 0.70 kW |
| Door-type dish machine, low temp | Elec | Sanitation | na | 0.6 kW | na | 0.6 kW |
| Multitank rack conveyor dish machine, high temp | Elec | Sanitation | na | 2.6 kW | na | 2.25 kW |
| Multitank rack conveyor dish machine, low temp | Elec | Sanitation | na | 2.0 kW | na | 2.0 kW |
| Single-tank rack conveyor dish machine, high temp | Elec | Sanitation | na | 2.0 kW | na | 1.5 kW |
| Single-tank rack conveyor dish machine, low temp | Elec | Sanitation | na | 1.6 kW | na | 1.5 kW |
| Undercounter dish machine, high temp | Elec | Sanitation | na | 0.9 kW | na | 0.5 kW |
| Undercounter dish machine, low temp | Elec | Sanitation | na | 0.5 kW | na | 0.5 kW |
| The energy efficiency, idle energy rates, and water use requirements, where applicable, are based on the following test methods: | | | | | | |

ASTM F1275 Standard Test Method for Performance of Griddles
ASTM F1361 Standard Test Method for Performance of Open Deep Fat Fryers
ASTM F1484 Standard Test Methods for Performance of Steam Cookers
ASTM F1496 Standard Test Method for Performance of Convection Ovens
ASTM F1521 Standard Test Methods for Performance of Range Tops
ASTM F1605 Standard Test Method for Performance of Double-Sided Griddles
ASTM F1639 Standard Test Method for Performance of Combination Ovens
ASTM F1695 Standard Test Method for Performance of Underfired Broilers
ASTM F1696 Standard Test Method for Energy Performance of Single-Rack Hot Water Sanitizing, ASTM Door-Type Commercial Dishwashing Machines
ASTM F1704 Standard Test Method for Capture and Containment Performance of Commercial Kitchen Exhaust Ventilation Systems
ASTM F1817 Standard Test Method for Performance of Conveyor Ovens
ASTM F1920 Standard Test Method for Energy Performance of Rack Conveyor, Hot Water Sanitizing, Commercial Dishwashing Machines
ASTM F2093 Standard Test Method for Performance of Rack Ovens
ASTM F2140 Standard Test Method for Performance of Hot Food Holding Cabinets
ASTM F2144 Standard Test Method for Performance of Large Open Vat Fryers
ASTM F2324 Standard Test Method for Prerinse Spray Valves
ASTM F2380 Standard Test Method for Performance of Conveyor Toasters
ARI 810-2007: Performance Rating of Automatic Commercial Ice Makers
ANSI/ASHRAE Standard 72–2005: Method of Testing Commercial Refrigerators and Freezers with temperature setpoints at 38°F for medium-temp refrigerators, 0°F for low-temp freezers, and -15°F for ice cream freezers

**Table 1b. Commercial Kitchen Appliance Prescriptive Measures and Baseline for Energy Cost Budget (SI units)**

| | **Baseline energy usage for energy modeling path** | | | | **Levels for prescriptive path** | |
|---|---|---|---|---|---|---|
| Appliance type | Fuel | Function | Baseline efficiency | Baseline idle rate | Prescriptive efficiency | Prescriptive idle rate |
| Broiler, underfired | Gas | Cooking | 30% | 50.5 kW/m$^2$ | 35% | 37.9 kW/m$^2$ |
| Combination oven, steam mode (P = pan capacity) | Elec | Cooking | 40% steam mode | 0.37P+4.5 kW | 50% steam mode | 0.133P+0.6400 kW |
| Combination oven, steam mode | Gas | Cooking | 20% steam mode | (1 210P+ 35 810)/3 412 kW | 38% steam mode | (200P+6 511)/ 3 412 kW |
| Combination oven, convection mode | Elec | Cooking | 65% convection mode | 0.1P+1.5 kW | 70% convection mode | 0.080P+0.4989 kW |
| Combination oven, convection mode | Gas | Cooking | 35% convection mode | (322P+ 13 563)/ 3412 kW | 44% convection mode | (150P+5 425)/ 3412 kW |
| Convection oven, full-size | Elec | Cooking | 65% | 2.0 kW | 71% | 1.6 kW |
| Convection | Gas | Cooking | 30% | 5.3 kW | 46% | 3.5 kW |

| | | | | | | |
|---|---|---|---|---|---|---|
| oven, full-size | | | | | | |
| Convection oven, half-size | Elec | Cooking | 65% | 1.5 kW | 71% | 1.0 kW |
| Conveyor oven, > 63.5 cm belt | Gas | Cooking | 20% | 20.5 kW | 42% | 16.7 kW |
| Conveyor oven, < 63.5 cm belt | Gas | Cooking | 20% | 13.2 kW | 42% | 8.5 kW |
| Fryer | Elec | Cooking | 75% | 1,05 kW | 80% | 1.0 kW |
| Fryer | Gas | Cooking | 35% | 4.1 kW | 50% | 2.64 kW |
| Griddle (based on 90-cm model) | Elec | Cooking | 60% | 4.3 kW/$m^2$ | 70% | 3 .45 kW/$m^2$ |
| Griddle (based on 90-cm model) | Gas | Cooking | 30% | 11 kW/$m^2$ | 33% | 8.35 kW/$m^2$ |
| Hot food holding cabinets (excluding drawer warmers and heated display) 0 < V < 0.368 $m^3$ (V = volume) | Elec | Cooking | na | 1.4 kW/$m^3$ | na | (21.5*V)/0.0283 kW/$m^3$ |
| Hot food holding cabinets (excluding drawer warmers and heated display), 0.368 ≤ V < 0.793 $m^3$ | Elec | Cooking | na | 1.4 kW/$m^3$ | na | (2.0*V + 254)/0.0283 kW/$m^3$ |
| Hot food holding cabinets (excluding drawer warmers and heated display), 0.793 $m^3$ ≤ V | Elec | Cooking | na | 1.4 kW/$m^3$ | na | (3.8*V + 203.5)/0.0283 kW/$m^3$ |
| Large vat fryer | Elec | Cooking | 75% | 1.35 kW | 80% | 1.1 kW |
| Large vat fryer | Gas | Cooking | 35% | 5.86 kW | 50% | 3.5 kW |
| Rack oven, double | Gas | Cooking | 30% | 19 kW | 50% | 10.25 kW |
| Rack oven, single | Gas | Cooking | 30% | 12.6 kW | 50% | 8.5 kW |
| Range | Elec | Cooking | 70% | na | 80% | na |

| | | | | | | |
|---|---|---|---|---|---|---|
| Range | Gas | Cooking | 35% | na | 40% and no standing pilots | **na** |
| Steam cooker, batch cooking | Elec | Cooking | 26% | 200 W/pan | 50% | 135 W/pan |
| Steam cooker, batch cooking | Gas | Cooking | 15% | 733 W/pan | 38% | 615 W/pan |
| Steam cooker, high production or cook to order | Elec | Cooking | 26% | 330 W/pan | 50% | 275 W/pan |
| Steam cooker, high production or cook to order | Gas | Cooking | 15% | 1.47 kW/pan | 38% | 1.26 kW/pan |
| Toaster | Elec | Cooking | **na** | 1.8 kW average operating energy rate | **na** | 1.2 kW average operating energy rate |
| Ice machine, IMH (ice making head, H = ice harvest) H ≥ 204 kg/day | Elec | Ice | 0.0015 - $5.3464E^{-07}$ kWh/kg ice | na | ≤ $13.52*H^{-0.298}$ kWh/100 kg ice | na |
| Ice machine, IMH (ice making head), H < 204 kg/day | Elec | Ice | 0.2262 - $4.18E^{-04}$ kWh/kg ice | na | ≤ $13.52*H^{-0.298}$ kWh/100 kg ice | na |
| Ice machine, RCU (remote condensing unit, w/o remote compressor) H < 454 kg/day | Elec | Ice | 0.1951 - $1.85E^{-04}$ kWh/kg ice | na | ≤ $111.5835H^{-0.258}$) + 2.205 kWh/100 kg ice | na |
| Ice machine, RCU (remote condensing unit) 726 > H ≥ 454 kg/day | Elec | Ice | 0.1124 kWh/kg ice | na | ≤ $111.5835H^{-0.258}$) + 2.205 kWh/100 kg ice | na |
| Ice machine, RCU (remote condensing unit), H ≥ 726kg/day | Elec | Ice | 0.1124 kWh/kg ice | na | ≤ -0.00024H + 4.60 kWh/100 kg ice | na |
| Ice machine, SCU (self contained unit), H < 79 kg/day | Elec | Ice | 0.3968 - $2.28E^{-03}$ kWh/kg ice | na | $236.59H^{-0.326}$ +0.176 kWh/100 kg ice | na |
| Ice machine, SCU (self contained | Elec | Ice | 0.2161 kWh/kg ice | na | $236.59H^{-0.326}$ +0.176 kWh/100 kg | na |

| | | | | | | |
|---|---|---|---|---|---|---|
| unit), H ≥ 79 kg/day | | | | | ice | |
| Ice machine, water-cooled ice-making head, H ≥ 651 kg/day(must be on a chilled loop) | Elec | Ice | 0.0882 kWh/kg ice | na | ≤ 8.11 kWh/100 kg ice | na |
| Ice machine, water-cooled ice-making head, 227 ≤ H < 651 kg/day (must be on a chilled loop) | Elec | Ice | 0.1230 - 5.35E$^{-05}$ kWh/kg ice | na | ≤ 11.31 - 0.065H kWh/100 kg ice | na |
| Ice machine, water-cooled ice-making head, H < 227 kg/day( must be on a chilled loop) | Elec | Ice | 0.1720 - 2.67E$^{-04}$ kWh/kg ice | na | ≤ 15.48 - 0.0238H kWh/100 kg ice | na |
| Ice machine, water-cooled once-through (open loop) | Elec | Ice | Banned | Banned | Banned | Banned |
| Ice machine, water cooled SCU (self-contained unit) H < 91 kg/day (must be on a chilled loop) | Elec | Ice | 0.2513 - 9.23E$^{-04}$ kWh/kg ice | na | ≤ 23.37- 0.086H kWh/100 kg ice | na |
| Ice machine, water cooled SCU (self-contained unit) H ≥ 91 kg/day (must be on a chilled loop) | Elec | Ice | 0.1676 kWh/kg ice | na | 15.57 kWh/100 kg ice | na |
| Chest freezer, solid or glass door | Elec | Refrig | 15.90V + 0.943 kWh/day | na | 9.541V + 0.130 kWh/day | na |
| Chest refrigerator, solid or glass door | Elec | Refrig | 3.53V + 2.04 kWh/day | na | ≤ 4.417 V + 0.475 kWh/day | na |
| Glass-door reach-in freezer, 0 < V < 0.42 m$^3$ | Elec | Refrig | 26.50V + 4.1 kWh/day | na | ≤ 21.449V + 0.893 kWh/day | na |
| Glass-door reach-in | Elec | Refrig | 26.50V + 4.1 | na | ≤ 25.901V – 1.00 | na |

| | | | | | | |
|---|---|---|---|---|---|---|
| freezer, 0.42 ≤ V < 0.85 $m^3$ | | | kWh/day | | kWh/day | |
| Glass-door reach-in freezer, 0.85 ≤ V < 1.42 $m^3$ | Elec | Refrig | 26.50V + 4.1 kWh/day | na | ≤ 8.834V + 13.50 kWh/day | na |
| Glass-door reach-in freezer, 1.42 ≤ V $m^3$ | Elec | Refrig | 26.50V + 4.1 kWh/day | na | ≤ 15.90V + 3.50 kWh/day | na |
| Glass-door reach-in refrigerator, 0 < V < 0.42$m^3$ | Elec | Refrig | 4.24V + 3.34 kWh/day | na | ≤ 4.169V + 1.382 kWh/day | na |
| Glass-door reach-in refrigerator, 0.42 ≤ V < 0.85 $m^3$ | Elec | Refrig | 4.24V + 3.34 kWh/day | na | ≤ 4.947V + 1.050 kWh/day | na |
| Glass-door reach-in refrigerator, 0.85 ≤ V < 1.42 $m^3$ | Elec | Refrig | 4.24V + 3.34 kWh/day | na | ≤ 3.109V + 2.625 kWh/day | na |
| Glass-door reach-in refrigerator, 1.42 ≤ V $m^3$ | Elec | Refrig | 4.24V + 3.34 kWh/day | na | ≤ 3.887V + 1.500 kWh/day | na |
| Solid-door reach-in freezer, 0 < V < 0.42 $m^3$ | Elec | Refrig | 14.13V + 1.38 kWh/day | na | ≤ 8.834V + 1.25 kWh/day | na |
| Solid-door reach-in freezer, 0.42 ≤ V < 0.85 $m^3$ | Elec | Refrig | 14.13V + 1.38 kWh/day | na | ≤ 4.819V – 1.000 kWh/day | na |
| Solid-door reach-in freezer, 0.85 ≤ V < 1.42 $m^3$ | Elec | Refrig | 14.13V + 1.38 kWh/day | na | ≤ 5.760V + 6.125 kWh/day | na |
| Solid-door reach-in freezer, 1.42 ≤ V $m^3$ | Elec | Refrig | 14.13V + 1.38 kWh/day | na | ≤ 5.583V + 6.333 kWh/day | na |
| Solid-door reach-in refrigerator, 0 < V < 0.42$m^3$ | Elec | Refrig | 3.53V + 2.04 kWh/day | na | ≤ 3.145V + 1.411 kWh/day | na |
| Solid-door reach-in refrigerator, 0.42 ≤ V < 0.85 $m^3$ | Elec | Refrig | 3.53V + 2.04 kWh/day | na | ≤ 1.307V + 2.200 kWh/day | na |
| Solid-door reach-in refrigerator, 0.85 ≤ V < 1.42 $m^3$ | Elec | Refrig | 3.53V + 2.04 kWh/day | na | ≤ 1.979V + 1.635 kWh/day | na |

| | | | | | | |
|---|---|---|---|---|---|---|
| Solid-door reach-in refrigerator, 1.42 ≤ V $m^3$ | Elec | Refrig | 3.53V + 2.04 kWh/day | na | ≤ 2.120V + 1.416 kWh/day | na |
| Clothes washer | Gas | Sanitation | 1.72 MEF | | 2.00 MEF | |
| Door-type dish machine, high temp | Elec | Sanitation | na | 1.0 kW | na | 0.70 kW |
| Door-type dish machine, low temp | Elec | Sanitation | na | 0.6 kW | na | 0.6 kW |
| Multitank rack conveyor dish machine, high temp | Elec | Sanitation | na | 2.6 kW | na | 2.25 kW |
| Multitank rack conveyor dish machine, low temp | Elec | Sanitation | na | 2.0 kW | na | 2.0 kW |
| Single-tank rack conveyor dish machine, high temp | Elec | Sanitation | **na** | 2.0 kW | na | 1.5 kW |
| Single-tank rack conveyor dish machine, low temp | Elec | Sanitation | na | 1.6 kW | na | 1.5 kW |
| Undercounter dish machine, high temp | Elec | Sanitation | na | 0.9 kW | na | 0.5 kW |
| Undercounter dish machine, low temp | Elec | Sanitation | na | 0.5 kW | na | 0.5 kW |
| The energy efficiency, idle energy rates, and water use requirements, where applicable, are based on the following test methods:<br>ASTM F1275 Standard Test Method for Performance of Griddles<br>ASTM F1361 Standard Test Method for Performance of Open Deep Fat Fryers<br>ASTM F1484 Standard Test Methods for Performance of Steam Cookers<br>ASTM F1496 Standard Test Method for Performance of Convection Ovens<br>ASTM F1521 Standard Test Methods for Performance of Range Tops<br>ASTM F1605 Standard Test Method for Performance of Double-Sided Griddles<br>ASTM F1639 Standard Test Method for Performance of Combination Ovens<br>ASTM F1695 Standard Test Method for Performance of Underfired Broilers<br>ASTM F1696 Standard Test Method for Energy Performance of Single-Rack Hot Water Sanitizing, ASTM Door-Type Commercial Dishwashing Machines | | | | | | |

ASTM F1704 Standard Test Method for Capture and Containment Performance of Commercial Kitchen Exhaust Ventilation Systems
ASTM F1817 Standard Test Method for Performance of Conveyor Ovens
ASTM F1920 Standard Test Method for Energy Performance of Rack Conveyor, Hot Water Sanitizing, Commercial Dishwashing Machines
ASTM F2093 Standard Test Method for Performance of Rack Ovens
ASTM F2140 Standard Test Method for Performance of Hot Food Holding Cabinets
ASTM F2144 Standard Test Method for Performance of Large Open Vat Fryers
ASTM F2324 Standard Test Method for Prerinse Spray Valves
ASTM F2380 Standard Test Method for Performance of Conveyor Toasters
ARI 810-2007: Performance Rating of Automatic Commercial Ice Makers
ANSI/ASHRAE Standard 72–2005: Method of Testing Commercial Refrigerators and Freezers with temperature setpoints at 38°F (3°C) for mediumtemp refrigerators, -18°C for low-temp freezers, and -26°C for ice cream freezers.

**Table 2. Supermarket refrigeration prescriptive measures and baseline for energy cost budget**

| Item | Attribute | Prescriptive measure | Baseline for energy modeling path |
|---|---|---|---|
| Commercial Refrigerator and Freezers | Energy Use Limits | ASHRAE 90.1-2010 Addendum g. Table 6.8.1L | ASHRAE 90.1-2010 Addendum g. Table 6.8.1L |
| Commercial Refrigeration Equipment | Energy Use Limits | ASHRAE 90.1-2010 Addendum g. Table 6.8.1M | ASHRAE 90.1-2010 Addendum g. Table 6.8.1M |

**Table 3. Walk-in coolers and freezers prescriptive measures and baseline for energy cost budget**

| Item | Attribute | Prescriptive measure | Baseline for energy modeling path |
|---|---|---|---|
| Envelope | Freezer insulation | R-46 | R-36 |
| | Cooler insulation | R-36 | R-20 |
| | Automatic closer doors | Yes | No |
| | High-efficiency low- or no-heat reach-in doors | 40W/ft (130W/m) of door frame (low temperature), 17W/ft (55W/m) of door frame (medium temperature) | 40W/ft (130W/m) of door frame (low temperature), 17W/ft (55W/m) of door frame (medium temperature) |
| Evaporator | Evaporator fan motor and control | Shaded pole and split phase motors prohibited; use PSC or EMC motors | Constant-speed fan |
| | Hot gas defrost | No electric defrosting. | Electric defrosting |
| Condenser | Air-cooled condenser fan motor and control | Shaded pole and split phase motors prohibited; use PSC or EMC motors; add condenser fan controllers | Cycling one-speed fan |
| | Air Cooled condenser design approach | Floating head pressure controls or ambient subcooling | 10°F (-12°C) to 15°F (-9°C) dependent on suction temperature |
| Lighting | Lighting power density (W/sq.ft.) | 0.6 W/sq.ft. (6.5 W/sq. meter) | 0.6 W/sq.ft. (6.5 W/sq. meter) |

| | | | |
|---|---|---|---|
| Commercial Refrigerator and Freezers | Energy Use Limits | N/A | Use an Exceptional Calculation Method if attempting to take savings |
| Commercial Refrigerator and Freezers | Energy Use Limits | N/A | Use an Exceptional Calculation Method if attempting to take savings |

**Table 4. Commercial kitchen ventilation prescriptive measures and baseline for energy cost budget**

| Strategies | Prescriptive measure | Baseline |
|---|---|---|
| Kitchen hood control | ASHRAE 90.1-2010 Section 6.5.7.1, except that Section 6.5.7.1.3 and Section 6.5.7.1.4 shall apply if the total kitchen exhaust airflow rate exceeds 2,000 cfm (960 L/s) (as opposed to 5,000 cfm (2,400 L/s) noted in the ASHRAE 90.1-2010 requirements) | ASHRAE 90.1-2010 Section 6.5.7.1 and Section G3.1.1 Exception (d) where applicable |

EXHIBIT G-1

FORM OF GUARANTY

# PAYMENT AND PERFORMANCE GUARANTY

This Payment and Performance Guaranty (this "**Guaranty**") is given this ___ day of ____, 202__, by Phillip Geuse, [a married/an unmarried] individual ("**Guarantor**"), for the benefit of the City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico (the "**City**").

## RECITALS

A. The City owns the real property and improvements consisting of approximately 60 acres generally located within the block defined by Cerrillos Road, St. Michaels Drive, Llano Street, Siringo Road, and Camino Carlos Rey in the City of Santa Fe, County of Santa Fe, State of New Mexico, as generally depicted on Exhibit A attached hereto (the "**Midtown Site**").

B. ASPECT QOZB, LLC, a Delaware limited liability company ("**Developer**"), and the City entered into the Development and Disposition Agreement, dated of even date herewith (the "**DDA**"), pursuant to which Developer has agreed to, among other things, at Developer's sole cost and expense, to (i) redevelop the Property and (ii) pay the City the Purchase Price. Capitalized terms used but not defined herein shall have the meanings given to such terms in the DDA.

C. The City will lease the Property to Developer pursuant to the terms and conditions of the Lease to be entered into by Developer and the City as set forth in the DDA, for Developer to perform its obligations set forth in the DDA.

D. As a material inducement for the City to enter into the DDA and the Lease with Developer, Guarantor has agreed to guaranty to the City the prompt payment and performance of all the obligations of Developer under the DDA and the Lease.

E. Guarantor is [the sole member of] Developer, and as such, will receive direct, material and tangible benefits from Developer's development and lease of the Property and from the City entering into the DDA and Lease with Developer.

## AGREEMENT

NOW, THEREFORE, intending to be legally bound, Guarantor, in consideration of the matters described in the foregoing Recitals and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, hereby covenant and agree for the benefit of the City and its successors and assigns as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Guaranty.

2. Guaranteed Obligations. Guarantor hereby unconditionally and irrevocably guarantees to the City the full and complete performance of Developer's payment and performance obligations

under the DDA and the Lease in connection with Phase 1 and Developer's indemnification obligations pursuant to Section 14.3 with respect to all Phases, and agrees to indemnify and hold the City harmless from and against any and all costs or expenses, including litigation costs and reasonable attorneys' fees, arising from the City's enforcement of this Guaranty, whether incurred before or after judgment (collectively, the "**Guaranteed Obligations**").

3. Financial Covenants. Guarantor shall maintain (a) a minimum Net Worth of $5,000,000, as determined by the City based upon Guarantor's financial statements, and (b) minimum liquidity, in the form of unencumbered cash, cash-equivalents, and marketable securities of at least of $5,000,000 (each a "**Financial Requirement**"). "**Net Worth**" shall mean, as of a given date, (x) the total assets of Guarantor (excluding intangibles, such as goodwill) as of such date less (y) such Guarantor's total liabilities as of such date, determined in accordance with generally accepted accounting principles, consistently applied. Guarantor's failure to comply with any Financial Requirement for more than 30 consecutive days shall constitute a default hereunder (the "**Financial Default**"). Within 15 business days following a Financial Default, Guarantor shall provide a substitute guarantor acceptable to the City in its sole discretion. If Guarantor provides a substitute guarantor, the substitute guarantor shall meet each Financial Requirement, and if approved by the City, shall execute a performance and completion guaranty in the same form as this Guaranty. No later than 30 days after the end of each calendar quarter, Guarantor shall furnish to the MRA Director annual financial statements of Guarantor, which shall include a balance sheet, a statement of income, and contingent obligations of Guarantor, and shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall be certified as true and correct by Guarantor and reviewed by a certified public accountant who is not an employee or principal of Developer or its Affiliates. No later than sixty 30 days after filing, Guarantor shall furnish to the MRA Director signed copies of Guarantor's federal tax returns and including all extensions and all supporting schedules.

4. Guarantor Representations and Warranties. Guarantor represents to the City and acknowledges that Guarantor is an [married/unmarried] individual. Guarantor represents and warrants that Guarantor is fully informed of the terms of the DDA and the Lease and the remedies the City may pursue thereunder in the event the Guaranteed Obligations arise. Guarantor further represents and warrants to the City that the execution, delivery, and performance of this Guaranty by Guarantor does not violate the provisions of any applicable law or any agreement binding upon Guarantor, and that this Guaranty has been duly executed and delivered by Guarantor and constitutes a legally enforceable document.

5. Extent of Obligations; Waivers.

(a) In the event Developer fails to perform any of its obligations under the DDA or the Lease, the City may commence suit against Guarantor to enforce the provisions of this Guaranty, without first commencing any suit or otherwise proceeding against Developer or exhausting its remedies against Developer. Guarantor's liability under this Guaranty is primary. The City's rights shall not be exhausted by its exercise of any rights or remedies available to it at law and/or in equity or by any number of successive suits until and unless all obligations hereby guaranteed have been fully paid and performed. No circumstance that operates to discharge or to bar, suspend, or delay the City's right to enforce against Developer any obligation of Developer to the City (including but not limited to the effect of the pendency or conclusion of any proceeding under the federal Bankruptcy Code or any similar present or future federal or state law) shall have any effect upon the enforceability of Guarantor's obligations to the City hereunder. This Guaranty shall continue to be effective or be

reinstated (as the case may be) if at any time payment of all or any part of any sum is required to be returned by the City upon the insolvency, bankruptcy, dissolution, liquidation, or reorganization of Developer or Guarantor.

(b) The obligations of Guarantor hereunder shall remain in full force and effect without regard to, and shall not be affected or impaired by, (i) any modification or amendment to the DDA or Lease, whether or not Guarantor shall have received any notice of or consented to any such modification or amendment, (ii) the acceptance of partial payment of any Guaranteed Obligations (except to the extent that Guarantor's obligation hereunder shall be reduced accordingly); (iii) the granting of forbearances, compromises or adjustments with respect to any covenant or agreement under the DDA or Lease or claims thereunder; (iv) the dissolution or liquidation of the Developer; (v) an assignment of Developers rights and obligations (in whole or in part) to a third party; and (vi) any and all suretyship defenses or any circumstances which constitute a legal or equitable discharge of a guarantor or surety.

(c) Guarantor expressly waives all rights that Guarantor may have, if any, to require that any action be brought against Developer or any other person or entity in connection with the Guaranteed Obligations prior to demanding payment hereunder. Guarantor agrees that nothing contained herein shall prevent the City from exercising any rights available to the City under the DDA and the Lease and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of any Guarantor until such time as the Guaranteed Obligations are paid in full. Guarantor agrees that Guarantor's liability as guarantor shall not be impaired or affected by the City's failure or election not to pursue any other remedies it may have against Guarantor, it being the intent hereof that Guarantor shall remain liable for the performance of the Obligations, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety.

6. Modification of Guaranty. This Guaranty constitutes the full and complete agreement between the parties hereto, and it is understood and agreed that the provisions hereof may only be modified by a writing executed by both parties hereto.

7. Gender, Singular/Plural. Words of any gender used in this Guaranty shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

8. Sections. References to section numbers are to sections in this Agreement, unless otherwise expressly stated.

9. Captions/Headings. Any captions or headings used in this Guaranty are for reference purposes only and are in no way to be construed as part of this Guaranty.

10. Invalidity. If any term, provision, covenant or condition of this Guaranty is held to be void, invalid, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11. Jurisdiction. Guarantor consents and submits to the jurisdiction of the federal and state courts located in the City and County of Santa Fe, New Mexico, and any suit shall be brought in a federal or state court located in the City and County of Santa Fe, New Mexico with appropriate

jurisdiction over the subject matter. Guarantor waives any defenses based on the venue, inconvenience of the forum, lack of personal jurisdiction or the like in any such suit.

12. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of New Mexico.

13. Attorney's Fees. In the event it becomes necessary for the City to enforce any of the terms and provisions of this Guaranty, whether or not suit be instituted, Guarantor shall pay all of the City's costs and expenses incurred by the City in connection with the City's enforcement of this Guaranty, including, but not limited to, reasonable attorneys' fees.

14. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, GUARANTOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GUARANTY.

GUARANTOR ACKNOWLEDGES AND AGREES THAT ANY DISPUTE WHICH MAY ARISE UNDER THIS GUARANTY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY. GUARANTOR CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (C) IT MAKES SUCH WAIVERS VOLUNTARILY.

15. Assignability. The City may assign this Guaranty in whole or in part at any time to any successor to the City's interest in the Guaranty. Guarantor shall not assign this Guaranty, in whole or in part, without the prior written consent of the City, in its sole discretion.

16. Successors and Assigns. This Guaranty shall be binding upon Guarantor and upon its heirs, successors and assigns.

17. New Mexico Tort Claims Act. The City's liability in connection with the Guaranty is limited by the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees", as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this Guaranty modifies or waives any provision of the New Mexico Tort Claims Act.

18. Public Records. Guarantor acknowledges that the City is a government entity and subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978 ("**IPRA**"). Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Guarantor or any third-party contractor for any disclosure of confidential information pursuant to

the IPRA or pursuant to the City's public records act laws, rules, regulations, instructions or other legal requirement.

19. Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered either personally with a receipt requested therefor, or by overnight courier, or by certified mail, return receipt requested, postage prepaid, in any case addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one Business Day after depositing with such an overnight courier service, (c) three Business Days after deposit in the mail if mailed, or (d) upon successful electronic mail transmission evidenced by an electronic "read receipt" and provided that such notice is also delivered by the means described in clauses (a) or (b) within two Business Days after such electronic mail notice. All notices to the City or Guarantor shall be sent to the persons and addresses set forth below. Guarantor or the City may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to the City: City of Santa Fe
Attention: City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87501

with a copy to: Midtown Redevelopment Agency
Attention: MRA Director
200 Lincoln Avenue
Santa Fe, NM 87501

If to Guarantor: Phillip Gesue
1954 Siringo Road
Santa Fe, NM 87505

with a copy to: Long, Komer & Associates, P.A.
Attention: Nancy R. Long
P.O. Box 5098
1800 Old Pecos Trail, Suite A
Santa Fe, NM 87505

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date of first set forth above.

_____

Phillip Geuse, [a married/an unmarried] individual

[CONFIRM NOTARY BLOCK FOR STATE OF EXECUTION]

STATE OF _____ )

) *ss.*

COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as the _____ of _____.

My commission expires:_____

**JOINDER BY SPOUSE**

**[IF MARRIED]**

The undersigned spouse of the above-named Guarantor consents that the Guaranty, (a) evidences such spouse's knowledge of the existence of this Guaranty and understanding of its contents, and (b) provides that this Guaranty binds all property jointly owned by Guarantor and such spouse (and the heirs, beneficiaries, administrators, executors, legal representatives and assigns of such spouse), and any such jointly owned property transferred to such spouse individually in respect of any liability under, and to the covenants, agreements, terms and conditions in, this Guaranty; provided, in no event shall such spouse's separate property (except for jointly owned property transferred to such spouse individually) be subject to liability under, or to the covenants, agreements, terms and conditions in, this Guaranty, or shall such spouse by this joinder assume any other individual liability of the Guarantor under this Guaranty.

Spouse: _____

[CONFIRM NOTARY BLOCK FOR STATE OF EXECUTION]

STATE OF _____ )

) *ss.*

COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as the _____ of _____.

My commission expires:_____

EXHIBIT G-2

FORM OF BOND

_____ INSURANCE COMPANY
QUASI-PUBLIC IMPROVEMENTS PERFORMANCE BOND

Bond No. _____
Initial Premium $ _____
Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That _____, a _____ ("Principal") and _____, a corporation duly authorized under the laws of the State of New Mexico to become surety on bonds and undertakings ("Surety"), are held and firmly bound unto the City of Santa Fe, New Mexico ("Obligee"), in the full and just sum _____ Dollars and _____Cents ($_____) lawful money of the United States of America, to be paid to Obligee, its successors or assigns; for which payment, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, Principal and Obligee have entered into that certain Development and Disposition Agreement, effective _____ ___, 20__ (the "DDA") whereby Principal agrees to install and complete certain designated quasi-public improvements according to the DDA. is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the DDA to furnish a bond for the faithful performance of the terms of the DDA.

Now, if Principal, its successors or assigns, shall perform the covenants, conditions and provisions in the DDA and any alteration thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal is responsible for all taxes and other costs incurred in fulfilling the requirements of the DDA. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the DDA or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is enforceable without the need to have recourse to any judicial or arbitral proceeding.

Surety is authorized with the New Mexico Secretary of State to do business in the State of New Mexico, and its registered agent in the State of New Mexico is _____. The appointment of said agent shall remain in place for the entire duration of this bond.

Notice required by or provided pursuant to this bond shall be given in writing to the representatives identified herein. Notice shall be effective upon personal delivery to any such representative or seven (7) business days after deposit, postage prepaid and registered or certified, in an official receptacle of the U.S. Postal Service. Notice to the City of Santa Fe shall be made to the Planning and Land Use Director at 200 Lincoln Avenue, Santa Fe, New Mexico 87504.

The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this this bond. In the case of any controversy or dispute in the interpretation, validity, performance or enforcement of this bond, the exclusive venue shall be the New Mexico First Judicial District Court, Santa Fe County, New Mexico. Surety and Principal consent to the venue and the jurisdiction of such court.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized [Attorney-in-Fact] at_, this _____day of_____.

PRINCIPAL:

_____, a
_____

By: _____
_____

SURETY:

_____, a
_____

By: _____
_____

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this PERFORMANCE BOND as of the date of the signature by the required approval authorities below.

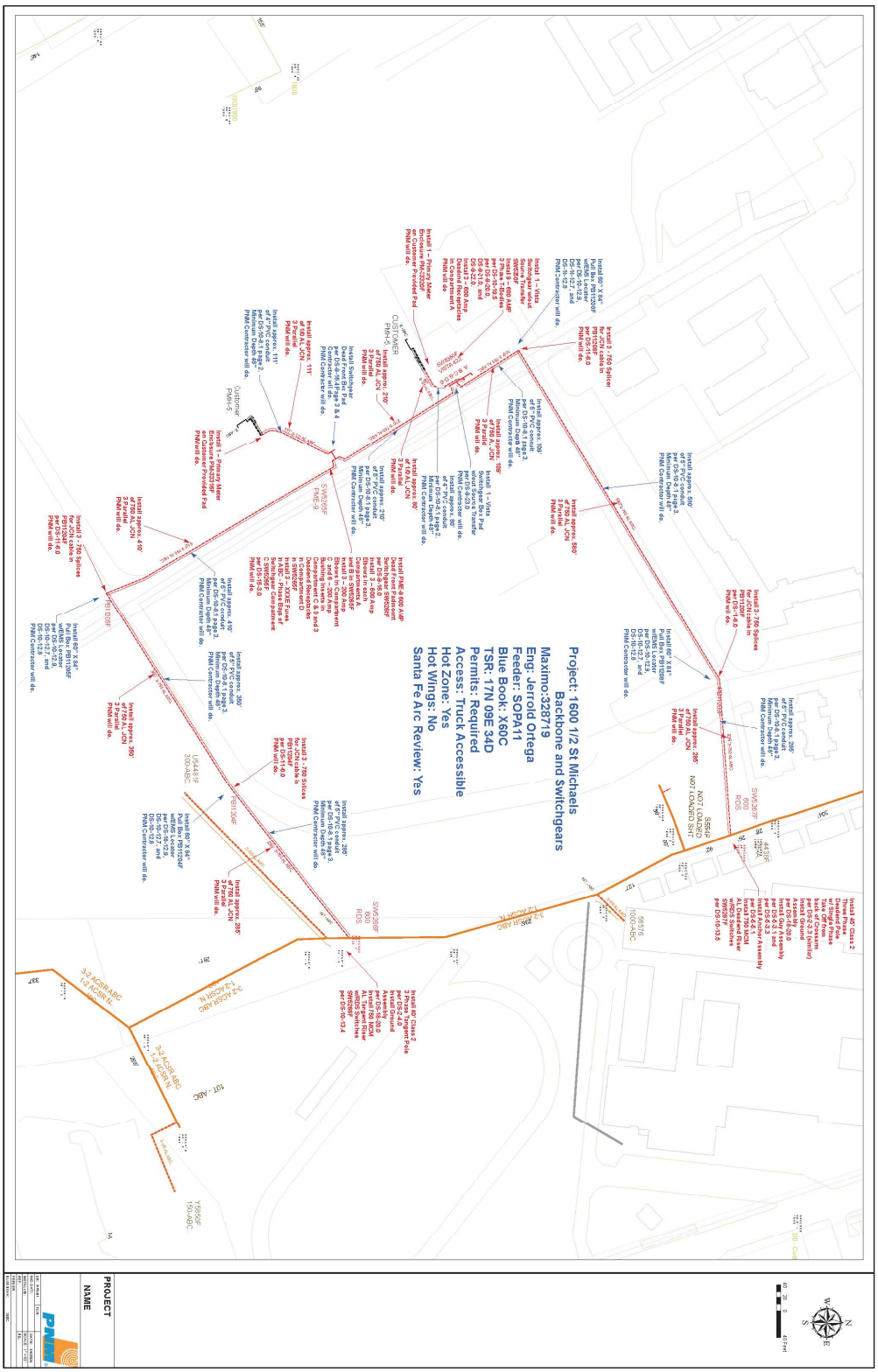
**Acknowledged and Accepted for Compliance with LUD Case No.: 2022-5393, as per Planning Commission decision dated _____ ___, 20__:**

**City of Santa Fe**

By: _____ _____
City Engineer Date
City of Santa Fe Land Use Department

# EXHIBIT H

## ASPECT ELECTRICAL LOOP PLANS



# EXHIBIT I

LOCATION OF PROJECT RIGHT OF WAY IMPROVEMENTS

[attached]




ROW IMPROVEMENTS PHASE 1

ROW IMPROVEMENTS PHASE 2

SIRINGO ENTRANCE (to SIRINGO INTERSECTION)

ARTHOUSE IMPROVEMENTS

C.# 78' ROW

D.# 80' ROW

MIDTOWN SITE LAYOUT
RIGHT-OF-WAY (ROW) IMPROVEMENTS

0 25' 50'

WILSON &COMPANY

M:\MSD\23-600-027-00\2_DISCIPLINES_EXHIBITS\SITE LAYOUT ROW IMPROVEMENTS.DWG 9/4/2024 2:45 PM

EXHIBIT J

UTILITIES AGREEMENT

[attached]

# UTILITIES AGREEMENT

THIS UTILITIES AGREEMENT (this "**Agreement**") is entered into effective as of the "Effective Date" under the DDA (as defined below) (the "**Effective Date**"), by and between **ASPECT QOZB, LLC**, a Delaware limited liability company ("**Developer**"), and the **CITY OF SANTA FE**, a municipal corporation and political subdivision of the State of New Mexico (the "**City**").

## RECITALS:

**A.** The City owns the real property and improvements consisting of approximately 68.8 acres generally located within the block defined by Cerrillos Road, St. Michaels Drive, Llano Street, Siringo Road, and Camino Carlos Rey in the City of Santa Fe, County of Santa Fe, State of New Mexico, as generally depicted on Exhibit A attached hereto (the "**Midtown Site**").

**B.** The City and Developer are executing a Development and Disposition Agreement, dated as of the date hereof (the "**DDA**"), whereby Developer will re-develop and acquire approximately 11 acres of land comprising a portion of the Midtown Site, together with the buildings known as Benildus Hall, Onate Hall, Driscoll Fitness Center and Garson Studios (collectively, the "**Buildings**"), and all other existing accessory structures and improvements located thereon (collectively, the "**Property**").

**C.** The City and Developer intend to enter into a Lease Agreement (the "**Lease**"), for the purpose of leasing the Property to Developer to enable Developer to perform its obligations under the DDA, until such time as the City conveys the Property (or a portion thereof) to Developer pursuant to the terms thereof;

**D.** In connection with the Developer's development and operation of the Property, the City and Developer desire to enter into this Agreement in order to (i) enable to Developer to utilize certain utilities available at the Property, (ii) establish Developer's rights and obligations relating to the use of said utilities, and (iii) establish Developer's obligations relating to the modification or replacement of utilities at the Property, in each case subject to the terms and conditions set forth below.

## AGREEMENT:

Developer and the City hereby agree as follows:

### 1. NATURAL GAS.

1.1 **Use; Submetering.** Subject to the terms and conditions of this Agreement, Developer shall have the right, during the Gas Utilization Period (as defined below), to utilize the natural gas service available at the Property by connecting to the existing natural gas lines thereon. Notwithstanding the foregoing, within 60 days after the Effective Date, as a condition to Developer's continued use of natural gas at the Property, Developer shall install, or cause to be installed, a natural gas submeter on the natural gas line providing gas to (a) the parcel on which Driscoll Studios is located and (b) the parcel on which Benildus Hall is located. Prior to construction or installation of any metering equipment or other utility facilities at the Property, Developer shall submit to the City a written request to proceed, which request shall set forth, for the City's approval, not to be unreasonably withheld, the name of Developer's contractor and the scope of work being performed.

1.2 **Pricing; Payment**.

(a) The price for the natural gas delivered to the Property shall initially be fixed at $12.78/MMBtu (the "**Gas Unit Price**"). On or before January 31st of each calendar year following the Effective Date, the City shall deliver to Developer written notice of its determination of the estimated

average Gas Unit Price for the current calendar year, which Gas Unit Price will be not less than 100% of the Gas Unit Price for the prior calendar year.

(b) Developer acknowledges that gas submeters have been installed on the natural gas lines serving the parcels commonly known as Shellaberger and Garson Studios. Within 3 business days after the Effective Date, Developer will email to the City a time-stamped photograph clearly depicting the current submeter reading for each of the submeters at Shellaberger and Garson Studios. Thereafter, within 15 days following the end of each calendar quarter during the Gas Utilization Period, Developer shall submit to the City (i) time-stamped photographs taken not more than 15 days prior to the date of Developer's submission that clearly depict the submeter reading for each of the submeters at Schellaberger, Garson Studios, Driscoll Studios and Benildus Hall, and (ii) payment, by check or other good funds made to the order of the City, in the amount of the Gas Unit Price multiplied by the total MMBtu used at the Property over the prior period (i.e., the difference between the current meter value set forth on the photographs provided therewith over the meter value shown on the photographs submitted with the immediately preceding payment (or the initial meter value, as applicable)). Any amounts not paid when due will accrue interest at rate of 1.5% per month.

1.3 **Gas Utilization Period; Disconnection.** Provided the Lease remains in effect and Developer is not in default thereunder, or, if the Lease is not in effect, that Developer is the fee owner of the Property, Developer shall have the right to use natural gas at the Property until the earlier of the seventh anniversary of the Effective Date or the date upon which the City ceases to use gas service at the property. (the "**Gas Utilization Period**"). Prior to the expiration of the Gas Utilization Period, Developer shall cause all natural gas use at the Property to be terminated and each of the natural gas lines at the Property to be disconnected from the City's connecting distribution lines.

**2. ELECTRICAL SUPPLY.**

2.1 **Use; Submetering.** Subject to the terms and conditions of this Agreement, Developer shall have the right, during the Electrical Use Period (as defined below), to use the electricity service available at the Property by connecting to the existing electrical utility lines thereon. Notwithstanding the foregoing, within 60 days after the Effective Date, as a condition to Developer's continued use of City-provided electricity at the Property, Developer shall install, or cause to be installed, an electrical submeter on the utility line providing electricity to (a) the parcel on which Driscoll Studios is located and (b) the parcel on which Benildus Hall is located. Prior to construction or installation of any metering equipment or other utility facilities at the Property, Developer shall submit to the City a written request to proceed, which request shall set forth, for the City's approval, not to be unreasonably withheld, the name of Developer's contractor and the scope of work being performed.

2.2 **Pricing; Payment**.

(a) The price for the electricity delivered to the Property shall initially be fixed at $0.11/kWh (the "**kWh Price**"). On or before January 31st of each calendar year following the Effective Date, the City shall deliver to Developer written notice of its determination of the estimated average kWh Price for the current calendar year, which kWh Price will be not less than 100% of the kWh Price for the prior calendar year.

(b) Developer acknowledges that electrical submeters have been installed on the transmission lines serving the parcels commonly known as Shellaberger and Garson Studios. Within 3 business days after the Effective Date, Developer will email to the City a time-stamped photograph clearly depicting the current submeter reading for each of the electrical submeters at Shellaberger and Garson Studios. Thereafter, within 15 days following the end of each calendar quarter during the Electricity Utilization Period, Developer shall submit to the City (i) time-stamped photographs taken not

more than 15 days prior to the date of Developer's submission that clearly depict the submeter reading for each of the submeters at Shellaberger, Garson Studios, Driscoll Studios, and Benildus Hall, and (ii) payment, by check or other good funds made to the order of the City, in the amount of the kWh Price multiplied by the total kWh of electricity used at the Property over the prior period (i.e., the difference between the current meter value set forth on the photographs provided therewith over the meter value shown on the photographs submitted with the immediately preceding payment (or the initial meter value, as applicable)). Any amounts not paid when due will accrue interest at rate of 1.5% per month.

2.3 **Electricity Utilization Period; Disconnection.** Provided the Lease remains in effect and Developer is not in default thereunder, or, if the Lease is not in effect, that Developer is the fee owner of the Property, Developer shall have the right to use the City-provided electricity serving the Property during the period beginning on the Effective Date and ending on the date 60 days after Developer's completion of the electrical transmission loop further described in the DDA (the "**Electricity Utilization Period**"). Prior to the expiration of the Electricity Utilization Period, Developer shall disconnect the Property's electrical distribution network from the City's transmission lines, and all existing buildings, new buildings, and structures constructed at the Property shall receive electrical service via the electrical transmission loop described in the DDA, excluding Benildus Hall which may remain on the City's transmission lines.

**3. WATER SERVICE; METERING.** Within 60 days after the Effective Date, (a) the City will cause the Water Division to terminate the City's account(s) at the Property, (b) Developer shall install a separate water meter on the water lines serving each of (i) the parcel on which Driscoll Studios is located and (ii) the parcel on which Benildus Hall is located. Following the City's termination of its water account at the Property, Developer shall establish a new billing account with the City's Water Division in Developer's name and shall thereafter be responsible for all costs and expenses relating to the water service at the Property. Prior to construction or installation of any metering equipment or other utility facilities at the Property, Developer shall submit to the City a written request to proceed, which request shall set forth, for the City's approval, not to be unreasonably withheld, the name of Developer's contractor and the scope of work being performed. Developer shall obtain water rights through the water rights transfer program or the water conservation credit program or through a combination of both.

**4. TELECOMMUNICATIONS AND INTERNET.** Developer is responsible for the installation of all required telecommunications and internet lines.

**5. MAINTENANCE.** Except with respect to any damage caused by the City, Developer shall be responsible for all maintenance, repair and replacement of the meters, submeters and utility lines or facilities located at the Property, up to and including the interconnections of the meters, submeters and utility lines or facilities at any points along the adjacent Property lines. Except with respect to any damage caused by Developer or its licensees or invitees, the City is responsible for all of the City's transmission facilities and equipment on the other side of the interconnection, provided that the City shall not be responsible for any of the foregoing to the extent the same are owned or operated by a third-party utility provider.

**6. INDEMNITY.** Developer shall indemnify, hold harmless and, if requested by the City (in the City's sole discretion), defend the City and its partners, employees, agents and representatives and each of their successors and assigns (together with the City, collectively, the "**City Indemnified Parties**"), from and against any and all damages, mechanics' liens, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising from Developer's or Developer's Representatives' construction, installation or use of the natural gas, electricity, water or other utilities on or with respect to the Property during the term of this Agreement; provided, that Developer shall not be required to indemnify the City for (i) any Losses arising out of the gross negligence or willful misconduct of any of the City's Indemnified Parties.

**7.** **INSURANCE.** Developer shall maintain, or cause to be maintained, at all times during the construction or installation of utility facilities or equipment at the Property, the insurance coverage required pursuant to the DDA and/or the Lease. Developer shall deliver proof of the insurance coverage required pursuant to this Agreement to the City (in the form of a certificate of insurance) prior to Developer (or any contractor) commencing work at the Property.

**8.** **TERMINATION.** This Agreement shall terminate upon the expiration or earlier termination of the Lease, unless as a result of Developer acquiring fee title to the Property. If not sooner terminated, this Agreement shall expire on the later of the expiration of the Gas Utilization Period and the Electricity Utilization Period, except that Sections 1.2, 2.2, 5, and 6 of this Agreement shall survive the termination hereof for a period of one year.

**9.** **NON-ASSIGNABILITY.** This Agreement may not be assigned without first obtaining the prior written approval of the non-assigning party.

**10.** **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

**11.** **NOTICES.** Any notices required by any provision of this Agreement shall be made in writing and delivered in the manner set forth in the DDA.

**12.** **COUNTERPARTS; ELECTRONIC/.PDF SIGNATURES.** This Agreement may be executed in any number of identical counterparts. This Agreement may be executed by electronic and/or .pdf signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

*[signature page follows]*

**IN WITNESS WHEREOF**, Developer and the City have caused this Agreement to be executed as of the Effective Date.

**DEVELOPER:**
**ASPECT QOZB, LLC,**
a Delaware limited liability company

By: _____
Name: Phillip Greve
Title: Managing Member
Date: 10-24-2024

*[City's signature page follows]*

**CITY:**

**CITY OF SANTA FE,**
a municipal corporation and political subdivision of the State of New Mexico

_____
MAYOR

DATE:_____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

EXHIBIT K

FORM OF EDUCATIONAL USE COVENANTS

[attached]

Recording Requested By,
And When Recorded Return To:

CITY OF SANTA FE
200 LINCOLN AVENUE
SANTA FE, NM 87501
ATTN: ERIN MCSHERRY, CITY ATTORNEY

---

# EDUCATIONAL USE COVENANT

THIS **EDUCATIONAL SPACE COVENANT** (this **"Covenant"**) is declared as of _____, 202__ (the **"Effective Date"**), by the CITY OF SANTA FE, a municipal corporation and political subdivision of the State of New Mexico (the "**City**").

## RECITALS

A. The City owns the real property and improvements consisting of approximately 64 acres generally located within the block defined by Cerrillos Road, St. Michaels Drive, Llano Street, Siringo Road, and Camino Carlos Rey in the City of Santa Fe, County of Santa Fe, State of New Mexico (the "**Midtown Site**").

B. The City desires to create certain obligations and duties and to impose certain restrictions and covenants upon the portion of the Midtown Site legally described on Exhibit A (the "**Property**").

## AGREEMENT

NOW, THEREFORE, the City hereby declares that the Property shall be held, conveyed, encumbered, leased, used, developed, occupied, altered, improved, and transferred subject to the terms and provisions set forth in this Covenant, and further declares as follows:

1. Defined Terms.

(a) "**Educator**" means any organization or establishment dedicated to providing formal instruction and learning experiences to individuals, through a college, university, academy, vocational, technical, business, professional school or other center of learning.

1. "**FP Educator**" means an Educator having its principal operation in New Mexico that exclusively offers an FP Program in such Educator's then current curriculum, such as, but not limited to, organizations such as Stagecoach Foundation or Santa Fe Community College.

(b) "**FP Program**" means a filmmaking, film production and or television provision training program, which includes classroom training and access to additional multimedia and filmmaking and film production space for practical training opportunities, with a curriculum based on best industry practices and then current technology.

(c) "**General Educator**" means an Educator that offers a General Program in such Educator's then current curriculum.

(d) "**General Program**" means a general training and educational program, which may include classroom and practical training, for the advancement of skills in a variety of industries.

2. Educational Use Covenants.

(a) During the period commencing on the Effective Date and continuing in perpetuity thereafter (the "**Term**"), any owner of fee title interest in the Property (each, an "**Owner**") shall, or shall cause any tenant or other occupant of the Property, to make available at least 2,000 square feet of office, classroom, studio and/or workspace (the "**Education Space**"), at no charge, to one or more FP Educators for an FP Program each academic year; provided, however, if no FP Educator exists in New Mexico that is willing to provide an FP Program in the Education Space, Owner shall, or shall cause any tenant or other occupant of the Property, to make the Education Space available to a General Educator.

(b) Owner shall, or shall cause any tenant or other occupant of the Property to use its best efforts to ensure that each FP Educator (or General Educator, if applicable) utilizing the Education Space:

(i) makes such FP Program (or General Program, if applicable) available to the residents of Santa Fe, New Mexico;

(ii) conducts commercially reasonable outreach and recruitment efforts to the surrounding communities, community organizations, including to residents of Santa Fe, and outreach to community-based partners selected by the City to provide outreach to the community, or other stakeholders as identified by the City;

(iii) efficiently utilizes the Education Space to accommodate the maximum number of students for the applicable FP Program or General Program, subject to Applicable Rules; and

(iv) operates an FP Program (or General Program, if applicable) in the Education Space for at least 50 credit hours in each academic year.

(c) To the extent the Property is owned or occupied by multiple Owners, the obligations of this Section 2 shall be deemed satisfied for the entire Property so long as one Owner is in compliance with this Covenant.

3. Fee in Lieu. Notwithstanding the foregoing, any Owner may satisfy this Covenant by remitting to the City a fee ("**Fee in Lieu**") in the amount of $1,500,000, increased as of the payment date of such Fee in Lieu by the percentage increase in the Consumer Price Index from the Effective Date to the date such payment. "**Consumer Price Index**" means the Consumer Price Index for All Urban Consumers for the West Region for all Items (1982-1984= 100) as published by the United States Department of Labor, Bureau of Labor Statistics. If the manner in which the Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised (including a change in the base index year), an adjustment shall be made by the City Manager in

such revised index that produces results equivalent, as nearly as possible, to those which would have been obtained if the Consumer Price Index had not been so revised. If the Consumer Price Index is discontinued, then "Consumer Price Index" shall mean an index chosen by City Manager which is, in City Manager's reasonable judgment, comparable to the index specified above. Upon payment in full of the Fee in Lieu to the City, this Covenant shall terminate and be of no further force or effect.

4. Compliance with Laws. Any Owner, tenant or other occupant of the Property shall carry out the operation of the Property in conformity with the then-current versions of the following: (a) the Santa Fe City Code of 1987, as amended from time-to-time, (b) the Midtown Master Plan, as adopted on November 30, 2022 pursuant to Resolution No. 2022-68, (c) the Midtown Community Development Plan, as adopted on January 25, 2023 pursuant to Resolution No. 2023-5, (d) the Midtown Local Innovation Corridor District, as adopted on October 26, 2016 pursuant to Ordinance No. 2016-39, (e) any other City-approved development plans and entitlements for the Property, and (f) any and all applicable local, state and federal laws, rules and regulations affecting the Property or otherwise applicable to the parties (collectively, with the provisions of this Covenant, the "**Applicable Rules**").

5. Indemnity. Any Owner shall indemnify, defend and hold harmless the City (including the governing body of the City), the metropolitan redevelopment agency for the Midtown Site, and each of their respective officials, officers, employees, agents, representatives and volunteers (collectively, including the City, the "**City Parties**"), from and against any and all liabilities, claims, demands, damages, expenses, fees (including attorneys' fees), fines, penalties, suits, proceedings, actions and causes of action of any and every kind or nature arising from the acts or omission of or the breach of this Covenant, including any violation of Applicable Rules, by any Owner, any of such Owner's officers, employees, agents, representatives, contractors, or any FP Educator.

6. Remedies. The City shall have all remedies available at law or equity to enforce this Covenant against an Owner that is violating such Covenant, provided that the City agrees not to exercise such remedies so long as such Owner commences and diligently proceeds to cure such violation within 30 days following written notice of violation from the City to such Owner, and cures such violation within 90 days thereafter. In the event it becomes necessary for the City to enforce any of the terms and provisions of this Covenant, whether or not suit be instituted, Owner shall pay all of the City's costs and expenses incurred by the City in connection with the City's enforcement of this Covenant, including, but not limited to, reasonable attorneys' fees.

7. Miscellaneous.

(a) Entire Agreement. This Covenant contains the entire declaration of Declarant with respect to the subject matter hereof, and may not be amended or modified except by an instrument executed in writing and signed by the Declarant hereto.

(b) Counterparts. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Governing Law. This Covenant shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of laws principles thereof.

(d) Successors and Assigns. This Covenant shall be binding upon and inure to the benefit of the City, and all rights and responsibilities set forth in this Covenant shall be appurtenant to the Property. Any party acquiring title or an interest in the Property shall acquire and hold the title to the Property subject to the conditions and restrictions declared in this Covenant and all amendments thereto. Nothing in this Covenant shall be construed as preventing any Owner from dedicating additional space to a FP Educator or imposing additional restrictions on the Property; provided, however, that such additional restrictions may not interfere with the rights of the City hereunder.

(e) Severability. If any provision of this Covenant as applied to a particular circumstance shall be adjudicated as or otherwise become invalid or unenforceable, the remainder of this Covenant shall not be affected thereby, and each provision of this Covenant, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

(f) New Mexico Tort Claims Act. The City's liability in connection with the Covenant is limited by the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees", as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this Covenant modifies or waives any provision of the New Mexico Tort Claims Act.

(g) Notice. All notices or other communications required or permitted to be sent to Declarant hereunder shall be in writing, and shall be delivered to the address below by (i) personal delivery (including by means of professional messenger service); (ii) nationally recognized overnight courier; (iii) registered or certified mail, postage prepaid, return receipt requested; (iv) electronic mail, or electronic transmission of a pdf document followed by delivery of a hard copy through on of the methods described in (i) through (iii) above, and shall be deemed received upon the date of receipt thereof.

To the City:

City of Santa Fe
Attention: [_____]
[_____]
[_____]
Santa Fe, NM [_____]
Telephone No.: [_____]
Email: [_____]

with a copy to:

Midtown Redevelopment Agency
Attention: [_____]
[_____]
[_____]

Santa Fe, NM [_____]
Telephone No.: [_____]
Email: [_____]

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Declarant has caused this Educational Use Covenant to be executed as of the date first above written.

Date of City of Santa Fe Governing Body
Approval: _____, 20__

**CITY/DECLARANT:**

CITY OF SANTA FE,
a municipal corporation and political subdivision of the State of New Mexico

By: _____

City Manager

**APPROVED AS TO FORM:**

By: _____

City Attorney

**ATTEST:**

By: _____

City Clerk

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on _____, 20__ by _____ as _____ of City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico.

(Seal, if any)

_____
(Signature of Notarial Officer)

[*Signatures and acknowledgements continue on the following page*]

**Exhibit A**

**The Property**

[To be attached]

EXHIBIT L

FORM OF ASSIGNMENT OF PLANS

**ASSIGNMENT OF PLANS, SPECIFICATIONS AND CONTRACTS**

**(MIDTOWN – CITY OF SANTA FE)**

THIS ASSIGNMENT OF PLANS, SPECIFICATIONS AND CONTRACTS (this "**Assignment**") is made as of _____, ___ 20__, by and between by and between [_____], a [_____] ("**Assignor**"), and the CITY OF SANTA FE, a municipal corporation and political subdivision of the State of New Mexico ("**Assignee**").

**RECITALS**

**A.** Assignor and Assignee entered into that certain Development and Disposition Agreement dated [_____] (as amended, the "**Development Agreement**"), whereby Assignee agreed to sell and Assignor agreed to purchase all of the Assignor's right, title and interest in and to certain real property located in the City of Santa Fe, New Mexico, as more particularly described on Exhibit A attached hereto (the "**Property**"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Development Agreement.

**B.** In connection with the foregoing transaction, Assignor agreed to pursue the completion of certain improvement plans, site plans, specifications, architectural drawings, renderings, plans, plats, agreements, contracts, permits, certificates, entitlements and approvals, reports, assessments, studies, and surveys relating to Assignor's development and construction at the Property (except to the extent excluded pursuant to Section 3 below, the "**Plans and Specifications**").

**C.** In connection with the completion of the Plans and Specifications, Assignor has engaged or intends to enter into one or more agreements (the "**Plan Consultant Contracts**" and, collectively with the Plans and Specifications, the "**Plan Documents**") with various consultants that will perform services or provide documents, materials or other information related to the Plans and Specifications.

**D.** In order to secure Assignor's obligations under the Development Agreement, Assignor now desires to enter into this Assignment to assign and convey to Assignee its right, title and interest in and to the Plans and Specifications on the Assignment Date and certain Plan Consultant Contracts concurrently therewith or thereafter, and Assignee desires to accept this Assignment on the terms and conditions set forth herein.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

**1. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Assignment as if fully set forth herein.

**2.** **Assignment Date**. This Assignment shall become immediately effective upon the termination of the Development Agreement for any reason other than in connection with Assignor's acquisition of the Property (the "**Assignment Date**").

**3.** **Assignment of Plans and Specifications**. As of the Assignment Date, without further action by either party hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Plans and Specifications, and Assignee hereby assumes all of Assignor's right, title and interest in and to the Plans and Specifications, except that Assignor shall remain liable for all claims, expenses, costs, obligations or other liabilities with respect to the Plans and Specifications arising out of or with respect to events occurring prior to the Assignment Date. On or before the Assignment Date, Assignor shall amend Schedule 1 attached hereto in order to include all professional services and Plan Consultant Contracts entered into on or prior to such date. The Plans and Specifications assigned hereunder shall exclude (a) any attorney-client work product or similar proprietary information of Assignor, (b) any specifications, architectural drawings, renderings, plans, plats, agreements, contracts, or portions thereof, for the design or construction of improvements not located on the Property (i.e., the Shellaberger Tennis Complex), and (c) any environmental studies, analysis or reports.

**4.** **Assignment of Plan Consultant Contracts**. Assignor shall, upon written notice from Assignee on or within 10 days following the Assignment Date, assign and transfer to Assignee, all of Assignor's right, title, and interest in and to such Plan Consultant Contracts specified by Assignee in its written notice, and Assignee shall assume all of Assignor's rights and obligations under such Plan Consultant Contracts, except for those claims, expenses, costs, obligations or other liabilities arising out of or with respect to events occurring prior to the Assignment Date.

**5.** **Representations, Warranties and Covenants**. Assignor represents and warrants to Assignee that Assignor has the right to assign to Assignee each of the Plan Documents, and that Assignor has obtained or will obtain all necessary consents or other documentation required, if any, for the assignment of the Plan Documents. Assignor agrees that Assignor will pay in full all costs and fees accrued in connection with the Plan Documents as of the Assignment Date. Assignor shall not be responsible for the costs associated with the Plan Documents for work performed following the Assignment Date. Except as set forth in this Agreement, Assignor makes no representation or warranty with respect to the Plan Documents of any nature whatsoever.

**6.** **Consent of Counterparties.** Upon Assignee's request, Assignor shall use commercially reasonable efforts to obtain the consent of the counterparty to each of the Plan Documents to the extent consent is required in order for Assignee to exercise its rights hereunder.

**7.** **Further Assurances.** At any time and from time to time, upon the written request of Assignee, at Assignee's sole expense, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee may reasonably deem necessary in obtaining the full benefits of this Agreement and of the rights and powers herein granted.

**8. General Provisions**.

**8.1.** Successors and Assigns. The Assignment shall be binding on and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors-in-interest and assigns.

**8.2.** Severability. If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**8.3.** Recitals and Schedules Incorporated. The recitals set forth above and the schedule attached hereto are hereby incorporated into this Assignment as if set forth herein.

**8.4.** Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party.

**8.5.** Governing Law. This Assignment and any claims related to or arising out of this Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**
**ASPECT QOZB, LLC**,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

*[Assignee's signature page follows]*

**CITY:**

**CITY OF SANTA FE**,
a municipal corporation and political subdivision of the State of New Mexico

_____
CITY MANAGER

DATE:_____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

**Exhibit A**

**to**

**Assignment of Plans, Specifications and Contracts**

LEGAL DESCRIPTION

[to be inserted]

**Schedule 1**

**to**

**Assignment of Plans, Specifications and Contracts**

LIST OF ASSIGNOR'S PLANS

1. [to be provided]

EXHIBIT M

FORM OF REPORT

[attached]

| Phase 1 Quarterly Construction Report | | | | |
|---|---|---|---|---|
| Effective Date of DDA | | | Date of Report<br>Time Period Covered | |
| | | Date Complete or Anticipated | Summary of Progress & Obstacles Encountered | List of Supporting Documents |
| Phase 1- Component 1 | | | | |
| Name of Component | | | | |
| Submit Concept Plans | NA | | | |
| Submit Design Plans | All components submitted 120 days after Lease Commencement Date. (5.2.2) | | | |
| Date of MRA-Approved Component Design Plans | | | | |
| Submit Building Permit | 30 days from Phase 1 MRA-Approved Component Design Plans (5.2.7) | | | |
| Obtain Development Approvals | | | | |
| Building Permit | | | | |
| Development Plan/Zoning Review | | | | |
| Other (please name) | | | | |
| Other (please name) | | | | |
| Commence Construction | 45 days after Developer receives its building permit and zoning approval for component (5.2.8) | | | |
| Complete Construction | 12 months after Phase 1 Commencement Date. (5.2.9) | | | |

Exhibit M: Report Template
(may be amended by City)

| Phase 1 Quarterly Construction Report | | | | |
|---|---|---|---|---|
| Effective Date of DDA | | | Date of Report<br>Time Period Covered | |
| | | Date Complete or Anticipated | Summary of Progress & Obstacles Encountered | List of Supporting Documents |
| Phase 1- Component 2 | | | | |
| Name of Component | | | | |
| Submit Concept Plans | NA | | | |
| Submit Design Plans | All components submitted 120 days after Lease Commencement Date. (5.2.2) | | | |
| Date of MRA-Approved Component Design Plans | | | | |
| Submit Building Permit | 30 days from Phase 1 MRA-Approved Component Design Plans (5.2.7) | | | |
| Obtain Development Approvals | | | | |
| Building Permit | | | | |
| Development Plan/Zoning Review | | | | |
| Other (please name) | | | | |
| Other (please name) | | | | |
| Commence Construction | 45 days after Developer receives its building permit and zoning approval for said component (5.2.8) | | | |
| Complete Construction | 12 months after Phase 1 Commencement Date. (5.2.9) | | | |

| Phase 1 Quarterly Construction Report | | | | |
|---|---|---|---|---|
| Effective Date of DDA | | | Date of Report<br>Time Period Covered | |
| | | Date Complete or Anticipated | Summary of Progress & Obstacles Encountered | List of Supporting Documents |
| Phase 1- Component 3 | | | | |
| Name of Component | | | | |
| Submit Concept Plans | NA | | | |
| Submit Design Plans | All components submitted 120 days after Lease Commencement Date. (5.2.2) | | | |
| Date of MRA-Approved Component Design Plans | | | | |
| Submit Building Permit | 30 days from Phase 1 MRA-Approved Component Design Plans (5.2.7) | | | |
| Obtain Development Approvals | | | | |
| Building Permit | | | | |
| Development Plan/Zoning Review | | | | |
| Other (please name) | | | | |
| Other (please name) | | | | |
| Commence Construction | 45 days after Developer receives its building permit and zoning approval for said component (5.2.8) | | | |
| Complete Construction | 12 months after Phase 1 Commencement Date. (5.2.9) | | | |

| Phase 1 Quarterly Construction Report | | | | |
|---|---|---|---|---|
| Effective Date of DDA | | | Date of Report<br>Time Period Covered | |
| | | Date Complete or Anticipated | Summary of Progress & Obstacles Encountered | List of Supporting Documents |
| | Phase 1- Component 4 | | | |
| Name of Component | | | | |
| Submit Concept Plans | NA | | | |
| Submit Design Plans | All components submitted 120 days after Lease Commencement Date. (5.2.2) | | | |
| Date of MRA-Approved Component Design Plans | | | | |
| Submit Building Permit | 30 days from Phase 1 MRA-Approved Component Design Plans (5.2.7) | | | |
| Obtain Development Approvals | | | | |
| Building Permit | | | | |
| Development Plan/Zoning Review | | | | |
| Other (please name) | | | | |
| Other (please name) | | | | |
| Commence Construction | 45 days after Developer receives its building permit and zoning approval for said component (5.2.8) | | | |
| Construction Completion | 12 months after Phase 1 Commencement Date. (5.2.9) | | | |
| | Closing | | | |
| Delivery of Closing Conditions | 90 days from Construction Completion (10.2) | | | |

| Phase 2 Quarterly Construction Report | | | | |
|---|---|---|---|---|
| Effective Date of DDA | | | Date of Report<br>Time Period Covered | |
| | | Date Complete or Anticipated | Summary of Progress & Obstacles Encountered | List of Supporting Documents |
| Phase 2 | | | | |
| Name of Component | | | | |
| Submit Concept Plans | 9 months after the Lease Commencement Date (5.3.1) | | | |
| Submit Design Plans | 12 months from Lease Commencement Date (5.4.2) | | | |
| Date of MRA-Approved Design Plans | | | | |
| Submit Building Permit | 4 months after receipt of the Phase 2 MRA-Approved Design Plans (5.3.7) | | | |
| Obtain Development Approvals | | | | |
| Building Permit | | | | |
| Development Plan/Zoning Review | | | | |
| Other (please name) | | | | |
| Other (please name) | | | | |
| Commence Construction | 45 days after Developer receives its building permit and zoning approval (5.3.8) | | | |
| Construction Completion | 18 months after Phase 2 Commencement Date (5.3.9) | | | |
| Delivery of Closing Conditions | 90 days from Construction Completion (10.3) | | | |

| Phase 3 Quarterly Construction Report | | | | |
|---|---|---|---|---|
| Effective Date of DDA | | | Date of Report<br>Time Period Covered | |
| | | Date Complete or Anticipated | Summary of Progress & Obstacles Encountered | List of Supporting Documents |
| Phase 3 | | | | |
| Name of Component | | | | |
| Submit Concept Plans | 27 months after the Lease Commencement Date (5.4.1) | | | |
| Submit Design Plans | 33 months of the Lease Commencement Date (5.4.2) | | | |
| Date of MRA-Approved Design Plans | | | | |
| Submit Building Permit | 4 months after receipt of the Phase 3 MRA-Approved Design Plans (5.4.7) | | | |
| Obtain Development Approvals | | | | |
| Building Permit | | | | |
| Development Plan/Zoning Review | | | | |
| Other (please name) | | | | |
| Other (please name) | | | | |
| Commence Construction | 45 days after Developer receives its building permit and zoning approval (5.4.8) | | | |
| Construction Completion | 18 months after the Phase 3 Commencement Date (5.4.9) | | | |
| Delivery of Closing Conditions | 90 days from Construction Completion (10.4) | | | |

| Annual Program Report | | | |
|---|---|---|---|
| **Effective Date of DDA** | | **Date of Report** | |
| | | **Time Period Covered** | |
| **11.2 Economic Impact** | | **Explain any variance from DDA Requirements** | **Supporting Documentation** |
| | **State the Annual Production Spend for Previous Year** | | |
| | | | |
| **11.3 Job Postings** | | **Explain any variance from DDA Requirements** | **Supporting Documentation** |
| | **List of job postings circulated during the prior year per the DDA** | | |
| | | | |
| **11.4 Commercial Use Requirement** | | **Explain any variance from DDA Requirements** | **Supporting Documentation** |
| | **Screen Tenant:** | | |
| | **Months in Public Operation:** | | |
| | **Notes:** | | |
| | | | |
| | | | |
| | **Driscoll Restaurant Tenant:** | | |
| | **Months in Public Operation:** | | |
| | **Notes:** | | |

| 11.5 Film Internship Requirements. | | Explain any variance from DDA Requirements | Supporting Documentation |
|---|---|---|---|
| | List the Internships provided, (first initial/last name, length of time, total number of hours) | | |
| | | | |
| 11.6 Cultural Elements | | Explain any variance from DDA Requirements | Supporting Documentation |
| | List the events and activities held that meet the Cultural Element Requirement | | |
| | | | |
| 11.7 Dedication of Educational Space | | Explain any variance from DDA Requirements | Supporting Documentation |
| | List the educational programs, users, and number of attendees that utilized the educational space | | |
| | | | |

EXHIBIT N

REQUIRED USES

**Tract F-1b, G-1, I-1a, I-1b and L-1a:**

| Table 5.5.A Allowed Uses | MU-F |
|---|---|
| **Industrial** | |
| Light assembly and manufacturing | P |

**Tract F-1b:**

| Table 5.5.A Allowed Uses | MU-F |
|---|---|
| **Food and Beverage** | |
| Restaurant – full service, with or without incidental alcohol service [1] | P |

**Tract F-1a:**

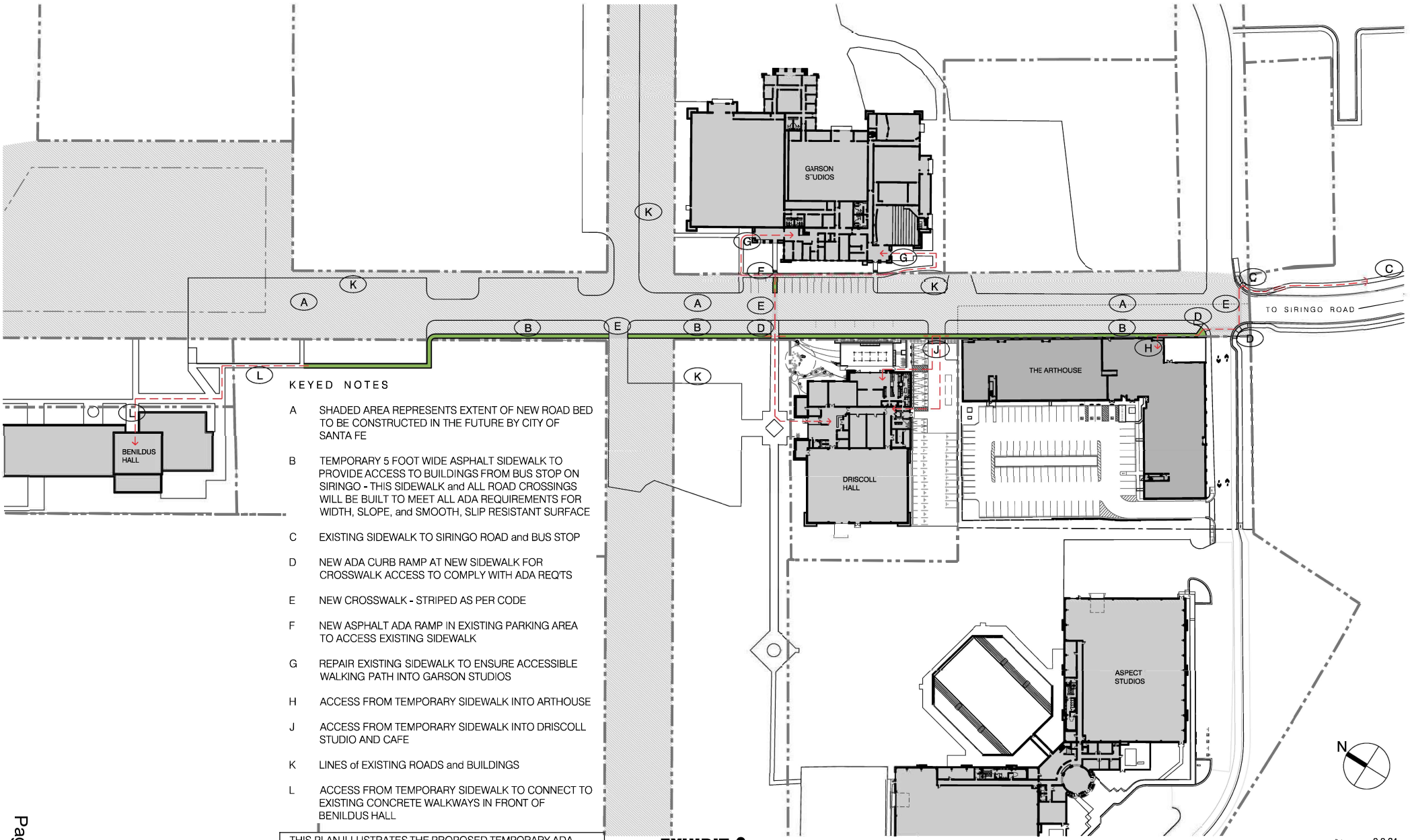
| Table 5.5.A Allowed Uses | |
|---|---|
| **Residential** | |
| **Household Living** | |
| Dwelling, multiple-family | P |

[1] Not to exceed 5,000 square feet of gross floor area

EXHIBIT O

PHASING DEPICTION

[to be attached]




KEYED NOTES

A SHADED AREA REPRESENTS EXTENT OF NEW ROAD BED TO BE CONSTRUCTED IN THE FUTURE BY CITY OF SANTA FE

B TEMPORARY 5 FOOT WIDE ASPHALT SIDEWALK TO PROVIDE ACCESS TO BUILDINGS FROM BUS STOP ON SIRINGO - THIS SIDEWALK and ALL ROAD CROSSINGS WILL BE BUILT TO MEET ALL ADA REQUIREMENTS FOR WIDTH, SLOPE, and SMOOTH, SLIP RESISTANT SURFACE

C EXISTING SIDEWALK TO SIRINGO ROAD and BUS STOP

D NEW ADA CURB RAMP AT NEW SIDEWALK FOR CROSSWALK ACCESS TO COMPLY WITH ADA REQ'TS

E NEW CROSSWALK - STRIPED AS PER CODE

F NEW ASPHALT ADA RAMP IN EXISTING PARKING AREA TO ACCESS EXISTING SIDEWALK

G REPAIR EXISTING SIDEWALK TO ENSURE ACCESSIBLE WALKING PATH INTO GARSON STUDIOS

H ACCESS FROM TEMPORARY SIDEWALK INTO ARTHOUSE

J ACCESS FROM TEMPORARY SIDEWALK INTO DRISCOLL STUDIO AND CAFE

K LINES of EXISTING ROADS and BUILDINGS

L ACCESS FROM TEMPORARY SIDEWALK TO CONNECT TO EXISTING CONCRETE WALKWAYS IN FRONT OF BENILDUS HALL

THIS PLAN ILLUSTRATES THE PROPOSED TEMPORARY ADA AND PEDESTRIAN EGRESS FOR USE AFTER COMPLETION OF THE ARTHOUSE, DRISCOLL HALL, GARSON STUDIOS, and BENILDUS HALL, AND BEFORE THE COMPLETION OF SHADED ROADWAY BY THE CITY OF SANTA FE.

PLAN A ARCHITECTURE
505-820-1460

**EXHIBIT 0**

MIDTOWN DISTRICT
Santa Fe, New Mexico

Date: 9-9-24
Scale: 1 : 200

# TEMPORARY ADA and PEDESTRIAN EGRESS PLAN

**FIR No. 10627**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** X **Resolution:** _____

**Short Title(s):** Approval of Midtown Studios Development and Disposition

**Sponsor(s):** Mayor Alan Webber

**Reviewing Department(s):** City Attorney's Office, Metropolitan Redevelopment Agency, Public Works

**Staff Completing FIR:** Pat Feghali **Date:** 9/23/24 **Phone:** 505-955-6501

**Reviewed by City Attorney:** [signature] **Date:** Oct 25, 2024

**Reviewed by Finance Director:** Emily K. Oster **Date:** Oct 25, 2024

**Summary:**
The City of Santa Fe ("City") and Midtown Santa Fe Productions QOF, LLC ("Offeror") entered into an Exclusive Negotiation Agreement on August 4, 2023 in order to agree to a plan for Offeror to improve and purchase certain parcels of the Midtown Site, located at 1600 St Michaels Drive ("Property"). The City and ASPECT QOZB, LLC ("Purchaser"), successor to Offeror, are now entering into a Development and Disposition Agreement for the Property.

NMSA 1987, Section 3-54-1 requires that the City approve the sale of City-owned property with an Ordinance. This Bill is created to comply with that statute.

**Departments Affected:**
Community Development Department (MRA), Public Works Department

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, the Development and Disposition Agreement cannot move forward, and the City would need to identify a new process for developing the affected parcels at Midtown

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
Related to Resolution 2022-68, Midtown Master Plan Approval; and Resolution 2023-5, Midtown Community Development Plan Approval

**Performance and Administrative Implications:**
This Sale will transfer up to seven parcels from City ownership to private ownership.

**Fiscal Implications:**
The Developer will pay $5 million over the course of this sale, in four installments, assuming the Developer completes all three phases. The first should be in FY 2025, and the last in FY 2031.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2025 | FYE 2026 | FYE 2027 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ 0 | $ 0 | $ 0 | | | | $ |

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE 2025 | FYE 2026 | FYE 2027 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $1,000,000 | $ | $2,250,000 | NR | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

The revenue from these sales is due to take place in four installments, for a total of $5,000,000, if all phases of the project are complete:

- $1,000,000 is due to the City at the Effective Date of the Development and Disposition Agreement, which should be in FY 2025.
- $2,250,000 is due at the end of Phase 1, which should be in FY 2027.
- $1,250,000 is due at the end of Phase 2, which should be FY 2029.
- $500,000 is due at the end of Phase 3, which should be FY 2031.

**Signature:** Daniel Hernandez
Daniel Hernandez (Oct 25, 2024 16:50 MDT)

**Email:** dahernandez@santafenm.gov

**Signature:**

**Email:** rrandall@santafenm.gov

**Date:** October 23, 2024

**To:** Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, and Economic Development Advisory Committee

**From:** Daniel Hernandez, Metropolitan Redevelopment Agency Director

**Via:** Randy Randall, Interim Community Development Director

**Subject:** **Lease Summary in connection with the Disposition and Development Agreement (DDA) by and between the City of Santa Fe and Aspect QOZB, LLC**

A summary of terms provided in the Lease Agreement by and between the City of Santa Fe ("City") and Aspect QOZB, LLC ("Developer") are outlined below:

Lease Term

- The Lease becomes effective on the date that the approved DDA goes into effect, which will be 45 days after the Ordinance is approved, unless a referendum is held. If a referendum is held and a majority of voters vote to approve the Ordinance, the effective date shall be the date the election results are certified. If a referendum is held and a majority of voters vote to disapprove the Ordinance, the Ordinance shall not be effective, and the Lease will not start.
- This Lease expires 10 years following the Lease Commencement Date ("Term").
- If the Developer elects to acquire the portion of property associated with any Phase upon completion of an applicable Phase pursuant to the terms of the DDA, then upon the closing of the conveyance of such Phase, the Lease terminates with respect to such portion of property that has been conveyed to the Developer.
- The Lease terminates in its entirety upon the earlier of (a) the expiration of the Term, (b) Developer's default under the terms of the DDA or the Lease, (c) upon the City's conveyance of all of the Property to Developer pursuant to the terms of the DDA, or (d) Developer's termination of the DDA as permitted under the DDA.

Lease Payments

- Developer is required to pay to the City the total base rent of $300,000.00 during the 10-year term of the Lease, payable in annual installments of $30,000.00.

If Developer fails to pay Rent when due exceeding notice and cure periods, then interest accrues at the rate of 18% per year on the amount due and unpaid, compounded monthly, so long as the amount remains unpaid.

Triple Net Lease

The Lease is a triple net lease, meaning that Developer will pay rent, utilities, and all operating expenses for the Property.

- The Lease is made on an “as is, where is” condition of property basis, and the City is not responsible for any repairs or maintenance of the Property.

**Date:** October 23, 2024

**To:** Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, and Economic Development Advisory Committee

**From:** Daniel Hernandez, Metropolitan Redevelopment Agency Director

**Via:** Randy Randall, Interim Community Development Director

**Subject:** **Purchase Price Consideration for the Disposition and Development Agreement (DDA) by and between the City of Santa Fe and Aspect QOZB, LLC**

Pursuant to State statute, Section 3-54-1(B), NMSA 1978, when a municipality elects to sell real property, an appraisal is required to be submitted in writing to the governing body. In this case there were two appraisals that are included in this packet and are summarized here:

- Pursuant to an appraisal of the Property (as defined in the DDA) prepared for the City by Hippauf Dry & Connelly with an effective date of valuation as of November 15, 2023, the value of the fee interest in the Property is approximately $11,400,000 exclusive of (i) the cost to construct the public infrastructure, (ii) the value of the community development benefits, and (iii) the contractual obligations and risk of recourse set forth in this Agreement. Pursuant to an appraisal of the Property prepared for QOF by CB Richard Ellis on February 23, 2024, the value of the fee interest in the Property was determined to be approximately $4,800,000, exclusive of (i) the value of the community development benefits, (ii) the contractual obligations and risk of recourse set forth in this Agreement, and (iii) the costs and risk of entitlement.

The State statute also requires that, if a sale price that is less than the appraised value, the governing body shall cause a must have a detailed written explanation of that difference, to be prepared, which written explanation is hereby included in the legislative packet provided in connection with the public hearing for review of the DDA.

In this case, the City issued a competitive Request for Proposals that required proposals for developing the property and offering community benefits, in addition to payment for the Property. The current Purchaser is a successor in interest to the winning Offeror of the RFP and the resulting agreement requires development and community benefits, in addition to $5,000,000. Thus, the payment alone exceeds the value of one appraisal. City staff have also determined that the Agreement's required payments, Property development, and community benefits exceed the higher appraised value of the Property and that the disposition is in the best interests of the City.

| **PRICE CONSIDERATION ANALYSIS** | *Real Property *(City's appraisal)* | $11,400,000 |
|---|---|---|
| Midtown Production Studios | Personal Property *(est.)* | $25,000 |
| | **TOTAL** | **$11,425,000** |
| **Aspect Studios DDA** | | |
| Purchase Price | | $5,000,000 |
| Lease Payments | $30,000/year x 10 years | $300,000 |
| **Economic:** | | |
| Income: commitment for studio production direct NM expenditures: $150M | Based on formula in previous LEDA deals= $1M for every $50M in production spend | $3,000,000 |
| Education: 2,000 sq. ft. of space restricted in perpetuity | 2,000 x $18 (class B rents) x 20yrs | $720,000 |
| Internships: 20 interns/yr x 20 yrs | $3000/intern/year (6wks; 40 hrs; $20/hr; 1.25 for employment costs; X.5) | $1,200,000 |
| **Equity:** | | |
| Affordable Housing: 99-150 housing units= 15-23 Affordable Housing Units | NA: Proforma provides adequate return | |
| **Culture:** | | |
| Operation of Screen and Community Programming | $1,000/event X12 events X20 years | $240,000 |
| **Environment:** | | |
| Solar requirement/disconnecting from Gas | None: Economic Benefit in long term | |
| EV Charging Stations- 3 level 3+ 2 level 2 | $50,000/ Level 3 + Public Use ($2,000/yr; 20 yrs) | $240,000 |
| **Other DDA Requirements** | | |

| | | |
|---|---|---|
| Master Infrastructure - PNM Loop | Not included: estimate based on Essential Utilites, Inc dated 08-2023 | |
| Contractual Risk/Obligation To Act | 15% of value | $1,710,000 |
| | **TOTAL** | **$12,410,000** |
| | Above / (Below) appraised value | $985,000 |

**Hippauf Dry & Connelly, Effective Date of Valuation: Nov-15-2023, page 107*

ATTACHMENTS:

November 15, 2023 Appraisal

February 23, 2024 Appraisal

CBRE VALUATION & ADVISORY SERVICES

# APPRAISAL REPORT

SANTA FE COLLEGE OF ARTS (PORTION OF)
1600 ST MICHAELS DR
SANTA FE, NEW MEXICO 87505
CBRE FILE NO. CB23US105690-1

CLIENT: MIDTOWN SANTA FE PRODUCTIONS QOF, LLC

CBRE

CBRE

6100 Uptown Boulevard NE, Suite 300
Albuquerque, NM 87110

T (505) 837-4999
F (505) 837-4994

www.cbre.com

Date of Report: February 23, 2024

Mr. Phillip Gesue

MIDTOWN SANTA FE PRODUCTIONS QOF, LLC
1 Worth St
New York, New York 10013

RE: Appraisal of: Santa Fe College of Arts (portion of)
1600 St Michaels Dr
Santa Fe, Santa Fe County, New Mexico 87505
CBRE, Inc. File No. CB23US105690-1

Dear Mr. Gesue:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject consists of a portion of a former college campus, St. Michael's College, with roughly 500,000 square feet in numerous buildings, built from the 1850s through 2005, situated on a 64 acre site. The Santa Fe University of Art and Design vacated the property in 2018.

Since 2020, the City of Santa Fe has initiated large-scale redevelopment plans for the subject property and film studio production began in earnest with most useable buildings leased with annual terms for film productions. In March of 2022, the adjacent 8.6-acre Shellaberger Tennis Center was purchased for $6.7 million by PE Real Estate. In late 2022, the community issued an RFP for redevelopment, and in 2023 the Midtown Santa Fe plan was adopted, including planned uses such as affordable housing, arts, and film on the campus.

In March of 2023, PE Real Estate Holdings, which had previously purchased the Shellaberger property, submitted a proposal for redevelopment and expansion of the subject property as a "Studio Village." This included a purchase offer to the City of Santa Fe for $6,500,000, and included the buildings of Benildus Hall, Driscoll Fitness Center, and Garson Studio Complex, and Alumni Hall Special Events Center.

Subsequent negotiations have resulted in an alteration of the real property to be included. This analysis considers the Benildus Hall Classroom Building, 27,277 square feet, the Driscoll Fitness Center, 22,200 square feet, and the Garson Studio Complex, 49,200 square feet. The Alumni Hall is excluded. We were provided with preliminary site plans showing the land to be included

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at roughly 11.83 acres attributed to these three buildings. This is a low land-to-building ratio for the property type, indicating some land potentially available for future expansion or for additional parking. There is an additional building on the site, Onate Hall, which has no contributory value, and will be razed for future development. The parcels are indicated as Lots 4 (Benildus), 9 (Garson Complex), 11 (adjacent to Garson), 10 (Driscoll), 8 (adjacent to Driscoll) and 12 (vacant land) on the Midtown Site Layout provided by Wilson and Company.

There were no tenants or leases in place. For this reason, we have valued the property in Fee Simple Estate, developing an opinion of value based on market sales, as well as our pro forma development of market rent and income. Each of the buildings was inspected by Wilson and Co. engineering firm in January, 2023, with a total of over $5.7 Million in noted deferred maintenance. The engineer also prepared a cost estimate for site work of $2.5 million for bringing all utilities to code, but this included off-site work attributable to the entire campus rather than simply the subject property. For this reason we have estimated an additional $500,000 expense for site and infrastructural work. This figure, with an entrepreneurial incentive of 15%, is applied to the total indicated value upon completion of repairs, in order to determine the value of the property as is.

At the request of our client, the effective date of value is as of November 15, 2023. Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

**MARKET VALUE CONCLUSION**

| Appraisal Premise | Interest Appraised | Date of Value | Value Conclusion |
|---|---|---|---|
| As Is | Fee Simple Estate | November 15, 2023 | $4,800,000 |

Compiled by CBRE

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

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It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Ian R. Valenzuela, MAI
Vice President
New Mexico Certified General Real Estate
Appraiser No. 01734G
Phone: +1 505 837 4931
Fax: +1 505 837 4990
Email: ian.valenzuela@cbre.com

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# Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of New Mexico.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Ian R. Valenzuela, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
11. Ian R. Valenzuela, MAI has made a personal inspection of the property that is the subject of this report.
12. Ian R. Valenzuela, MAI was assisted by Jack Rancier, a licensed trainee, who compiled market research and interviews with market participants, input selected subject and statistical data into the report, and participated in selecting market data for comparison.
13. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
14. Ian Valenzuela, MAI has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



Ian R. Valenzuela, MAI
New Mexico Certified General Real Estate
Appraiser No. 01734G



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# Subject Photographs




Aerial View



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Driscoll Ext



Driscoll Ext



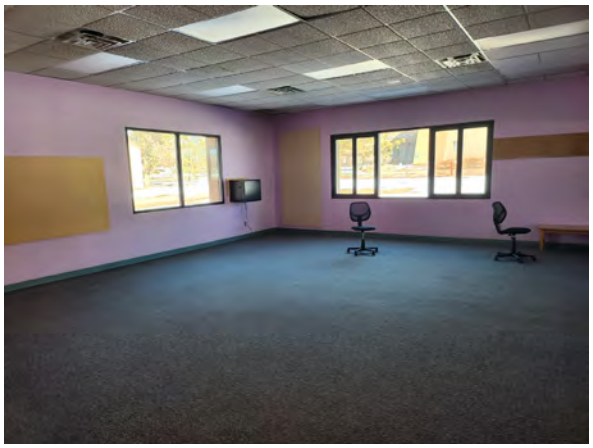
Driscoll Ext



Driscoll Multi-Purpose



Driscoll Entrance



Driscoll Office



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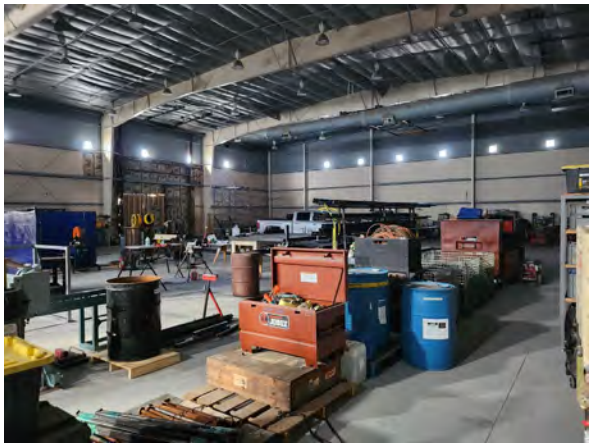
Driscoll Locker



Driscoll Industrial



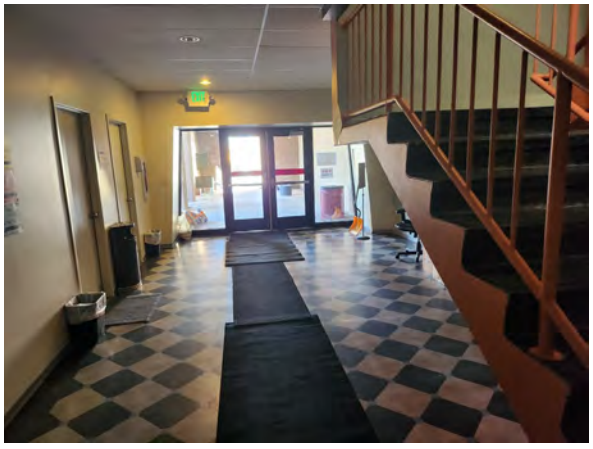
Driscoll Industrial



Garson Ext



Garson Ext



Garson Entry



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Garson Office



Garson Theater



Garson Screen



Garson Studio



Garson Studio



Garson Studio



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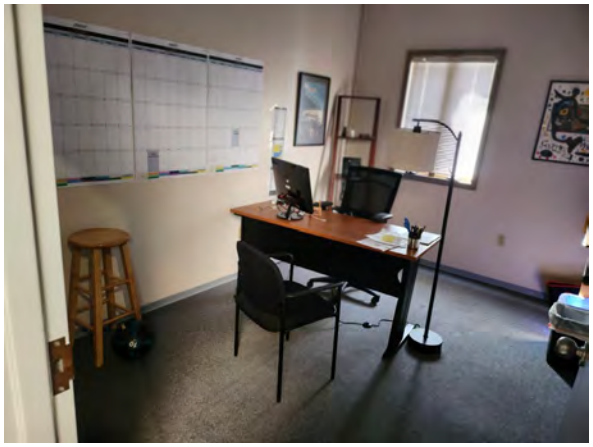
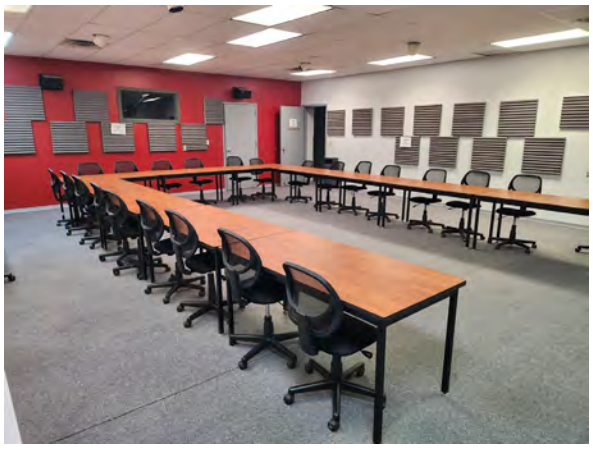
Garson Office



Garson Office



Garson Production



Garson Classroom




Benildus Ext



Benildus Ext



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Benildus Hall



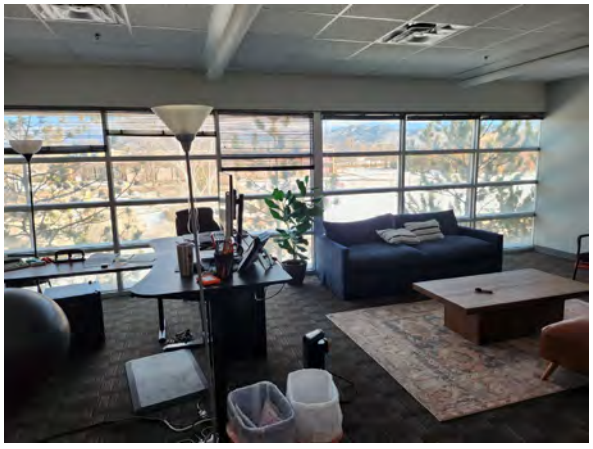
Benildus Office



Benildus Recording



Benildus Office



Benildus Office



Benildus Office



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St. Michael's Drive




Subject Entrance



Campus Land



Campus Entrance



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# Executive Summary

| | | |
|---|---|---|
| **Property Name** | Santa Fe College of Arts (portion of) | |
| **Location** | 1600 St Michaels Dr<br>Santa Fe, Santa Fe County, NM 87505 | |
| **Parcel Number(s)** | 1052097137176000000 | |
| **Client** | Midtown Santa Fe Productions QOF, LLC | |
| **Highest and Best Use** | | |
| As If Vacant | Mixed Use, Office, Film | |
| As Improved | Mixed Use, Office, Film | |
| **Property Rights Appraised** | Fee Simple Estate | |
| **Date of Inspection** | January 16, 2024 | |
| **Estimated Exposure Time** | 12 - 24 Months | |
| **Estimated Marketing Time** | 12 - 24 Months | |
| **Primary Land Area** | 11.83 AC | 515,228 SF |
| **Zoning** | Midtown LINC Overlay District | |
| **Improvements** | | **Comments** |
| Property Type | Office | (Single Tenant) |
| Number of Buildings | 3 | |
| Number of Stories | 2 | |
| Gross Building Area | 98,677 SF | |
| Net Rentable Area | 98,677 SF | |
| Year Built | 1968 | |
| Effective Age | 25 Years | |
| Remaining Economic Life | 25 Years | |
| Condition | Average | |
| **Buyer Profile** | Investor-Local | |
| **Financial Indicators** | | |
| Current Occupancy | 0.0% | |
| Stabilized Occupancy | 85.0% | |
| Overall Capitalization Rate | 9.00% | |



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| Pro Forma | Total | Per SF |
|---|---|---|
| Effective Gross Income | $1,711,553 | $17.35 |
| Operating Expenses | $710,297 | $7.20 |
| Expense Ratio | 41.50% | |
| Net Operating Income | $1,001,256 | $10.15 |

| VALUATION | | Total | Per SF |
|---|---|---|---|
| **Market Value As Is On** | **November 15, 2023** | | |
| Sales Comparison Approach | | $4,800,000 | $48.64 |
| Income Approach | | $3,900,000 | $39.52 |

**CONCLUDED MARKET VALUE**

| Appraisal Premise | Interest Appraised | Date of Value | Value |
|---|---|---|---|
| As Is | Fee Simple Estate | November 15, 2023 | $4,800,000 |

Compiled by CBRE

## DATE OF REPORT

The report was initially dated February 12, 2024. We were provided with a detailed site layout indicating the parcels and acreage subsequently, and have incorporated that exhibit into the report. The revised date of the report is February 23, 2024.

## STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

### Strengths/ Opportunities

- The subject is located in Santa Fe, which is a tourist destination, and the seat of New Mexico State Government.
- The City has committed to redeveloping the immediate area

### Weaknesses/ Threats

- Exposure & visibility to the subject are somewhat limited due to the configuration of the improvements on the site
- There is a limited buyer pool for a mixed use facility of this nature
- The valuation analysis indicates that use as an income property is not feasible in the current market.
- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

## MARKET VOLATILITY

We draw your attention to a combination of inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have significantly increased the



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potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this report are valid as at the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

## CURRENT ECONOMIC CONDITIONS

At its January 2024 meeting, the Federal Reserve held the federal funds rate at a range of 5.25% to 5.50% and indicated it will continue reducing its balance sheet by $95 billion per month. The Fed removed language from its policy statement about further tightening but stated it needs more confidence inflation "is moving sustainably toward 2.00%" before considering cuts. Rising real interest rates will be a headwind for the economy in coming quarters; however, CBRE expects the U.S. economy will remain resilient with growth averaging 1.6% for the year.

While opinions vary on future economic issues, the general market consensus at the time of this appraisal is the anticipation of moderating inflation as higher interest rates cool demand. Tighter lending conditions and a weakening economy will keep capital markets activity subdued and reduce leasing demand in the short to medium term. Amid this uncertain and dynamic environment, investment market performance will be uneven across property types.

## EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." [1]

- The value includes an estimate of deferred maintenance provided by an engineering firm in January, 2023. We assume the condition of the property remains similar to that time and that the estimate of the budgeted repairs still remains reasonable.
- The use of these extraordinary assumptions may have affected the assignment results.

## HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis." [2]

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[1] The Appraisal Foundation, *USPAP, 2024 Edition (Effective January 1, 2024)*

[2] The Appraisal Foundation, *USPAP, 2024 Edition (Effective January 1, 2024)*



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- None noted

## OWNERSHIP AND PROPERTY HISTORY

| OWNERSHIP SUMMARY | |
|---|---|
| Item | Current |
| **Current Ownership** | |
| Owner: | City of Santa Fe |
| Seller: | College of Christian Brothers |
| Purchase Price: | $19,500,000 |
| Transaction Date: | September 15, 2009 |
| Sale in Last 3 Years?: | No |
| Legal Reference: | 1577356 |
| County/Locality Name: | Santa Fe |
| Buyer/Seller Relationship Type: | Arm's length and reasonable |
| At / Above / Below Market: | At Market |
| Comments: | Sale of the entire campus |
| **Pending Sale** | |
| Under Contract: | Yes |
| Buyer: | PE Real Estate |
| Contract Price: | $6,500,000 |
| Contract Date: | May 1, 2023 |
| Arm's Length: | Yes |
| At / Above / Below Market: | At Market |
| Comments: | Public auction, included buildings and land which are not part of this analysis |
| **Current Listing** | |
| Currently Listed For Sale: | No |
| Compiled by CBRE | |

## EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- exposure/marketing time information from the CBRE, Inc. National Investor Survey and the PwC Real Estate Investor Survey; and
- the opinions of market participants.

The following table presents the information derived from these sources.



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**EXPOSURE/MARKETING TIME DATA**

| Investment Type | Exposure/Mktg. (Months) Range | Average |
|---|---|---|
| Comparable Sales Data | 4.0 - 11.0 | 7.0 |
| *PwC Suburban Office* National Data | 1.0 - 15.0 | 7.0 |
| Local Market Professionals | 12.0 - 24.0 | 18.0 |
| **CBRE Exposure Time Estimate** | **12 - 24 Months** | |
| **CBRE Marketing Period Estimate** | **12 - 24 Months** | |

Various Sources Compiled by CBRE



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ADDENDA

A Improved Sale Data Sheets
B Rent Comparable Data Sheets
C Operating Data
D Legal Description
E Client Contract Information
F Qualifications



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# Scope of Work

This Appraisal Report is intended to comply with the real property appraisal development and reporting requirements set forth under Standards Rule 1 and 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

## INTENDED USE OF REPORT

This appraisal is to be used for buy/sell/exchange and no other use is permitted.

## CLIENT

The client is Midtown Santa Fe Productions QOF, LLC.

## INTENDED USER OF REPORT

This appraisal is to be used by Midtown Santa Fe Productions QOF, LLC. No other user(s) may rely on our report unless as specifically indicated in this report.

> Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience. [3]

## RELIANCE LANGUAGE

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for

[3] Appraisal Institute, The Appraisal of Real Estate, 15th ed. (Chicago: Appraisal Institute, 2020), 40.



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any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

## PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop an opinion of the market value of the subject property.

## DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [4]

## INTEREST APPRAISED

The value estimated represents the Fee Simple Estate as defined below:

> *Fee Simple Estate* - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. [5]
>
> *Leased Fee Interest* - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. [6]
>
> *Leasehold Estate* - The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. [7]
>
> *Going Concern* – An established and operating business having an indefinite future life. [8]

---

[4] 12 CFR, Part 34, Subpart C-Appraisals, 34.42(h).

[5] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 73.

[6] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 105.

[7] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 105.



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### Extent to Which the Property is Identified

The property is identified through the following sources:

postal address
assessor's records
legal description

### Extent to Which the Property is Inspected

Ian Valenzuela inspected the interior and exterior of the subject, as well as its surrounding environs on the effective date of appraisal. This inspection was considered adequate and is the basis for our findings.

### Type and Extent of the Data Researched

CBRE reviewed the following:

applicable tax data
zoning requirements
flood zone status
demographics
income and expense data
comparable data

### Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section.

## STATEMENT OF COMPETENCY

The appraisers have the appropriate knowledge, education and experience to complete this assignment competently.

[8] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022), 83.



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### Data Resources Utilized in the Analysis

| DATA SOURCES | |
|---|---|
| *Item:* | *Source(s):* |
| **Site Data** | |
| Size | Santa Fe County Assessor / Aerial Estimates |
| **Improved Data** | |
| Building Area | Site Plan |
| Area Breakdown/Use | Inspection |
| No. Bldgs. | Inspection |
| Year Built/Developed | Santa Fe County Assessor |
| **Economic Data** | |
| Deferred Maintenance: | Wilson and Co. Engineers |
| Building Costs: | Unknown |
| Income Data: | Unknown |
| Expense Data: | Unknown |
| Compiled by CBRE | |

## APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

### Cost Approach

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

### Sales Comparison Approach

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value.

### Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.



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### Methodology Applicable to the Subject

In valuing the subject, only the sales comparison and income capitalization approaches are applicable and have been used. The cost approach is not applicable in the estimation of market value, as market participants tend not to rely on this approach for market decisions. The exclusion of said approach(s) is not considered to compromise the credibility of the results rendered herein.



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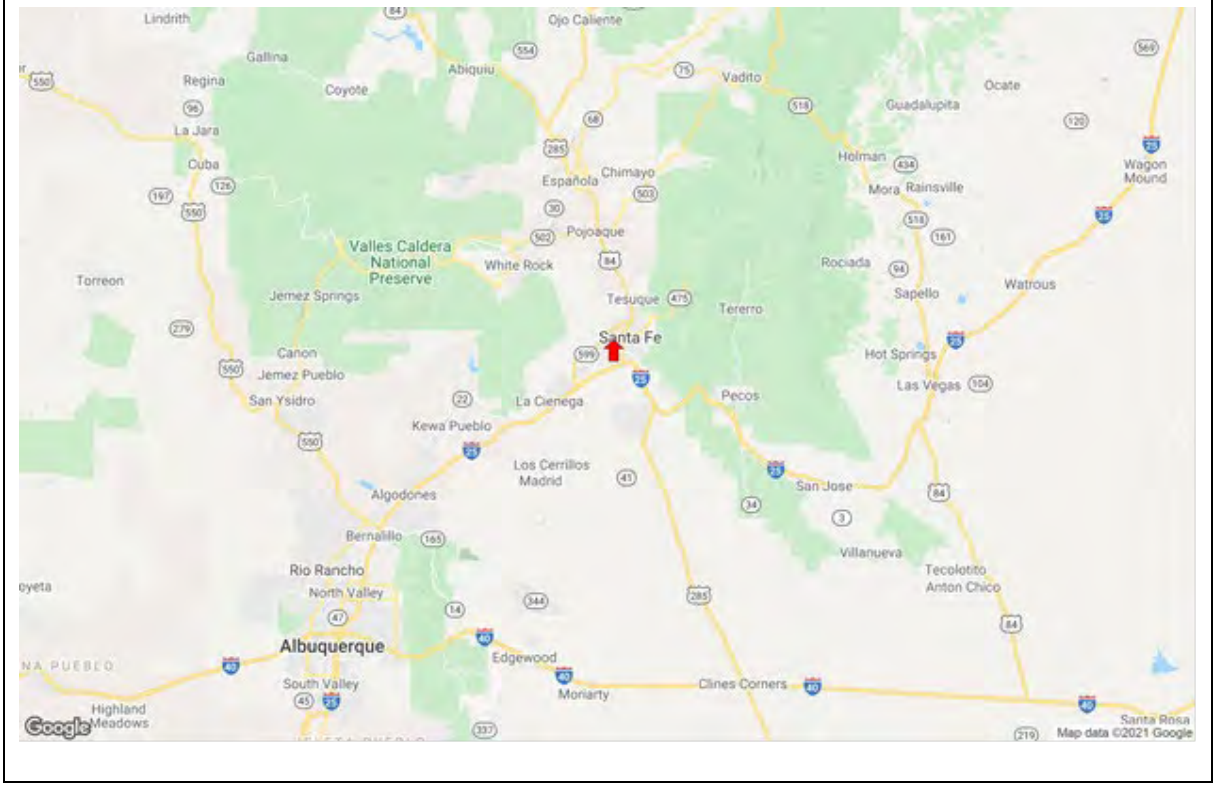
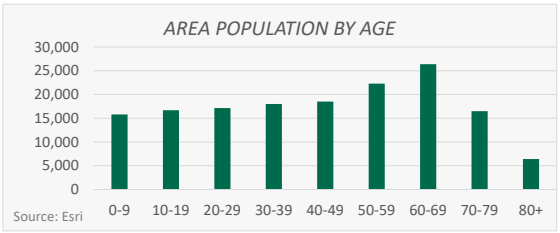
# Area Analysis



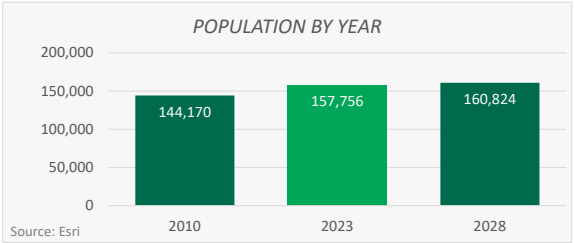

The subject is located in the Santa Fe, NM Metropolitan Statistical Area. Key information about the area is provided in the following tables.

## POPULATION

The area has a population of 157,756 and a median age of 46, with the largest population group in the 60-69 age range and the smallest population in 80+ age range.




Population has increased by 13,586 since 2010, reflecting an annual increase of 0.7%. Population is projected to increase by 3,068 between 2023 and 2028, reflecting a 0.4% annual population growth.




Source: ESRI, downloaded on Jan, 31 2024



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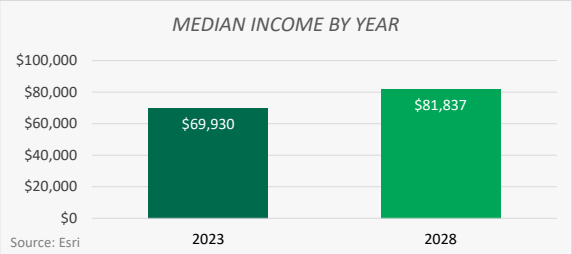
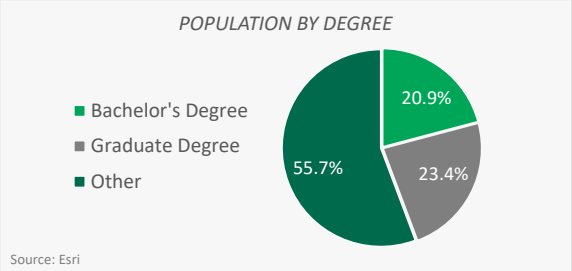
## INCOME

The area features an average household income of $108,696 and a median household income of $69,930. Over the next five years, median household income is expected to increase by 17.0%, or $2,381 per annum.

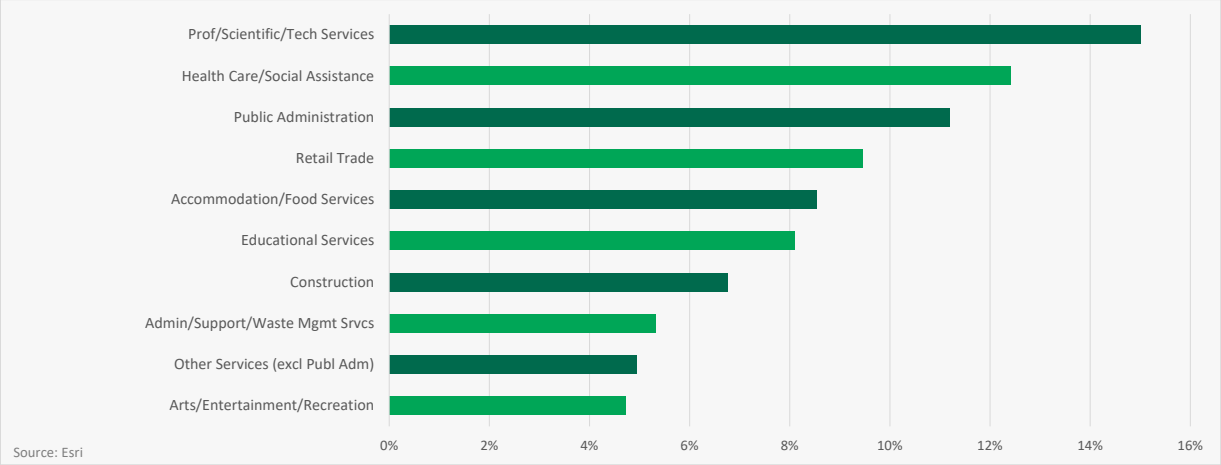



## EDUCATION

A total of 44.3% of individuals over the age of 24 have a college degree, with 20.9% holding a bachelor's degree and 23.4% holding a graduate degree.




## EMPLOYMENT




The area includes a total of 72,108 employees. The top three industries within the area are Prof/Scientific/Tech Services, Health Care/Social Assistance and Public Administration, which represent a combined total of 39% of the workforce.

Source: ESRI, downloaded on Jan 31, 2024; BLS.gov dated Jan 0, 1900

In summary, the area is forecasted to experience an increase in population and an increase in household income.



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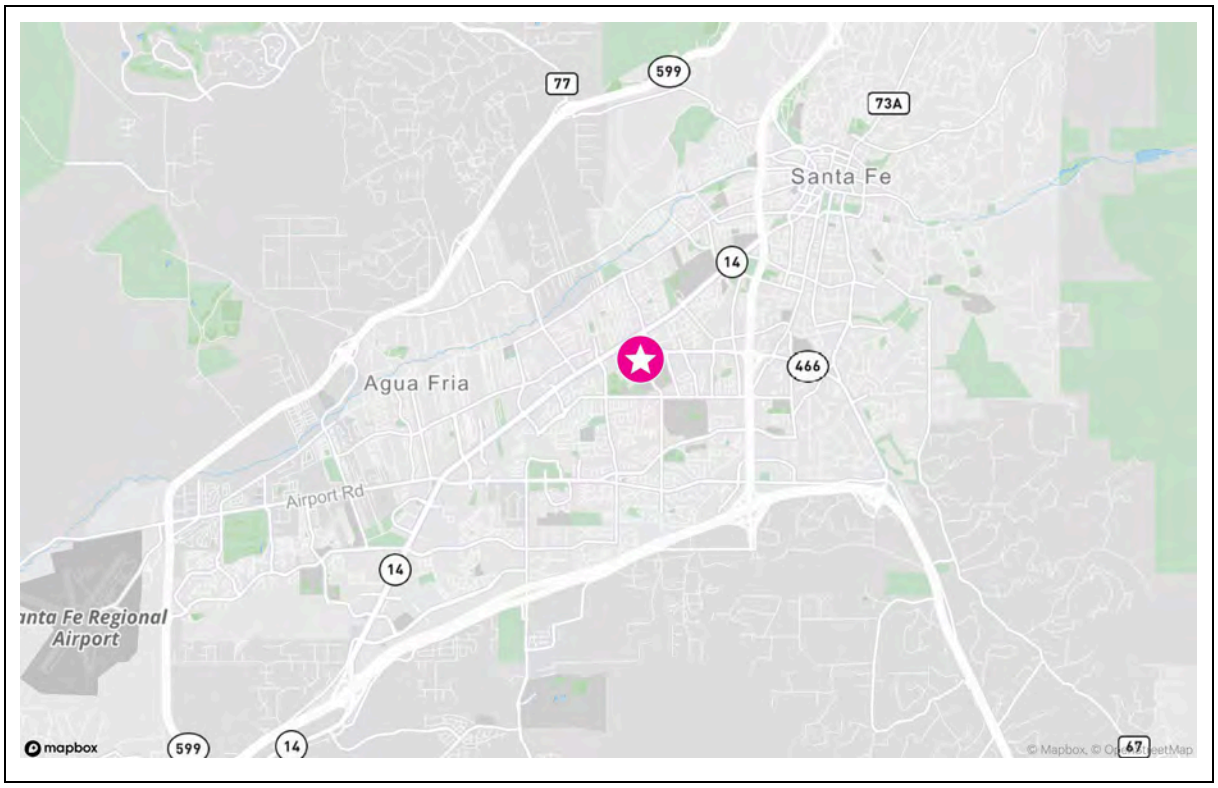
# Neighborhood Analysis




## LOCATION

The subject is located in the city of Santa Fe and is considered a suburban location. The city of Santa Fe is situated in central Santa Fe County. The subject property is approximately three miles southwest of Downtown Santa Fe.

## BOUNDARIES

The neighborhood boundaries are detailed as follows:

| | |
|---|---|
| *North:* | Paseo de Peralta |
| *South:* | I-25 |
| *East:* | Santa Fe Foothills |
| *West:* | Cerrillos Road |

## LAND USE

Land uses immediately surrounding the subject property are primarily retail along the Cerrillos Road corridor with some multi-family development and vacant commercial land in the interior. The Saint Francis Corridor has a concentration of office use, including New Mexico state offices and Santa Fe County and Municipal offices, while Cerrillos Road is the main business arterial for the city.



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## GROWTH PATTERNS

The neighborhood is in the growth stage of the neighborhood life-cycle. Commercial development has occurred along primary commercial thoroughfares such as Airport Road and Cerrillos Road. The major retail development in the area is located at the edge of the neighborhood on the east side of Cerrillos Road. This area includes a regional mall, Santa Fe Place and a Power Center containing a Best Buy, Target, Albertson's and other retailers.

Recent commercial development has been ongoing within the neighborhood. A new Super-Walmart was completed in mid-2011 on Cerrillos Road just north of Interstate Highway 25. This has drawn new development to the surrounding area and several small commercial developments have already been built on pad sites around Walmart, as well as a new auto dealership just north for Honda and Subaru.

### The Railyard

The most recent development in the area is focused on The Railyard, a master planned area north of the intersection of St. Francis Drive and Cerrillos Road. The Railyard Master Plan, adopted in 2002, designated the area for redevelopment of road and utilities infrastructure to support a large park and complementary urban neighborhood improvements, including retail for both local and tourist service, office, gallery, and residential use near the downtown plaza.

## ACCESS

Access to and from the subject's neighborhood is considered good by way of state highways that connect with I-25. Major highways serving Santa Fe include I- 25, U.S. Highways 84 (St. Francis Drive), 85, 285 and 64; and State Routes 14 (Cerrillos Road) and 599 (Veterans Memorial Highway). The City of Albuquerque is situated 60 miles to the southwest of Santa Fe along I-25, which is the only north/south interstate highway in the State. The primary north/south roads in the subject neighborhood are US Highway 84, locally named St. Francis Drive, and SR-14, or Cerrillos Road, which is known to some in the area as Turquoise Trail. The subject property is located at the intersection of Cerrillos Road and St. Michel's Drive, ½ mile east of St. Francis Drive. Interstate 25 is accessed 2 miles southeast of the subject via St. Francis Drive, or four miles southwest of the subject via Cerrillos Road.

The Santa Fe Municipal Airport, founded in 1941, is situated on approximately 2,110 acres of land on the southwest side of Santa Fe, New Mexico, 9 miles southwest of Downtown Santa Fe. The airport is classified by the Federal Aviation Administration (FAA) as a non-hub, Part 139, class 3 airport. This classification means that the airport cannot handle commercial airline aircraft with more than 30 passenger seats. American Airlines is currently operating daily flights out of Santa Fe to and from Dallas-Fort Worth (DFW) and Phoenix (PHX) while United Airlines is operating daily flights to and from Denver (DIA). The airport is served by three active runways.



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## DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

**SELECTED NEIGHBORHOOD DEMOGRAPHICS**

| 1600 St Michaels Dr<br>Santa Fe, NM 87505 | 1 Mile Radius | 3 Mile Radius | 5 Mile Radius | Santa Fe, NM Metropolitan Statistical Area |
|---|---|---|---|---|
| Population | | | | |
| 2028 Total Population | 10,856 | 60,637 | 101,005 | 160,824 |
| 2023 Total Population | 11,007 | 59,922 | 97,334 | 157,756 |
| 2010 Total Population | 11,167 | 54,458 | 86,225 | 144,170 |
| 2000 Total Population | 12,071 | 53,222 | 79,008 | 129,292 |
| *Annual Growth 2023 - 2028* | *-0.28%* | *0.24%* | *0.74%* | *0.39%* |
| *Annual Growth 2010 - 2023* | *-0.11%* | *0.74%* | *0.94%* | *0.70%* |
| *Annual Growth 2000 - 2010* | *-0.78%* | *0.23%* | *0.88%* | *1.10%* |
| Households | | | | |
| 2028 Total Households | 5,204 | 29,721 | 46,901 | 72,529 |
| 2023 Total Households | 5,171 | 28,855 | 44,634 | 70,027 |
| 2010 Total Households | 4,780 | 25,332 | 38,431 | 61,963 |
| 2000 Total Households | 4,650 | 22,780 | 33,378 | 52,482 |
| *Annual Growth 2023 - 2028* | *0.13%* | *0.59%* | *1.00%* | *0.70%* |
| *Annual Growth 2010 - 2023* | *0.61%* | *1.01%* | *1.16%* | *0.95%* |
| *Annual Growth 2000 - 2010* | *0.28%* | *1.07%* | *1.42%* | *1.67%* |
| Income | | | | |
| 2023 Median Household Income | $54,486 | $64,691 | $69,247 | $69,930 |
| 2023 Average Household Income | $76,730 | $95,392 | $106,913 | $108,696 |
| 2023 Per Capita Income | $35,820 | $46,128 | $48,864 | $48,290 |
| 2023 Pop 25+ College Graduates | 2,766 | 21,194 | 33,708 | 51,920 |
| Age 25+ Percent College Graduates - 2023 | 35.3% | 46.8% | 46.8% | 44.3% |

Source: ESRI

## CONCLUSION

Santa Fe continues to grow south and west and the city center is shifting south and west as well. The old city center was downtown Santa Fe near Cerrillos Road and St. Francis Drive, and continues to function as a locus of government office use. However, this central core is mostly fully built out, and considered essentially stabilized, as evidenced by the slight decrease in projected population and household numbers within a one mile radius of the subject. The subject is well located in an area near Downtown, on a high traffic arterial road in the neighborhood and is anticipated to have good acceptance in the market.



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## ORIGINAL RFP OUTLINE, JUNE 2023





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## SKETCH MAP OF CURRENT PROPOSED ACQUISITION






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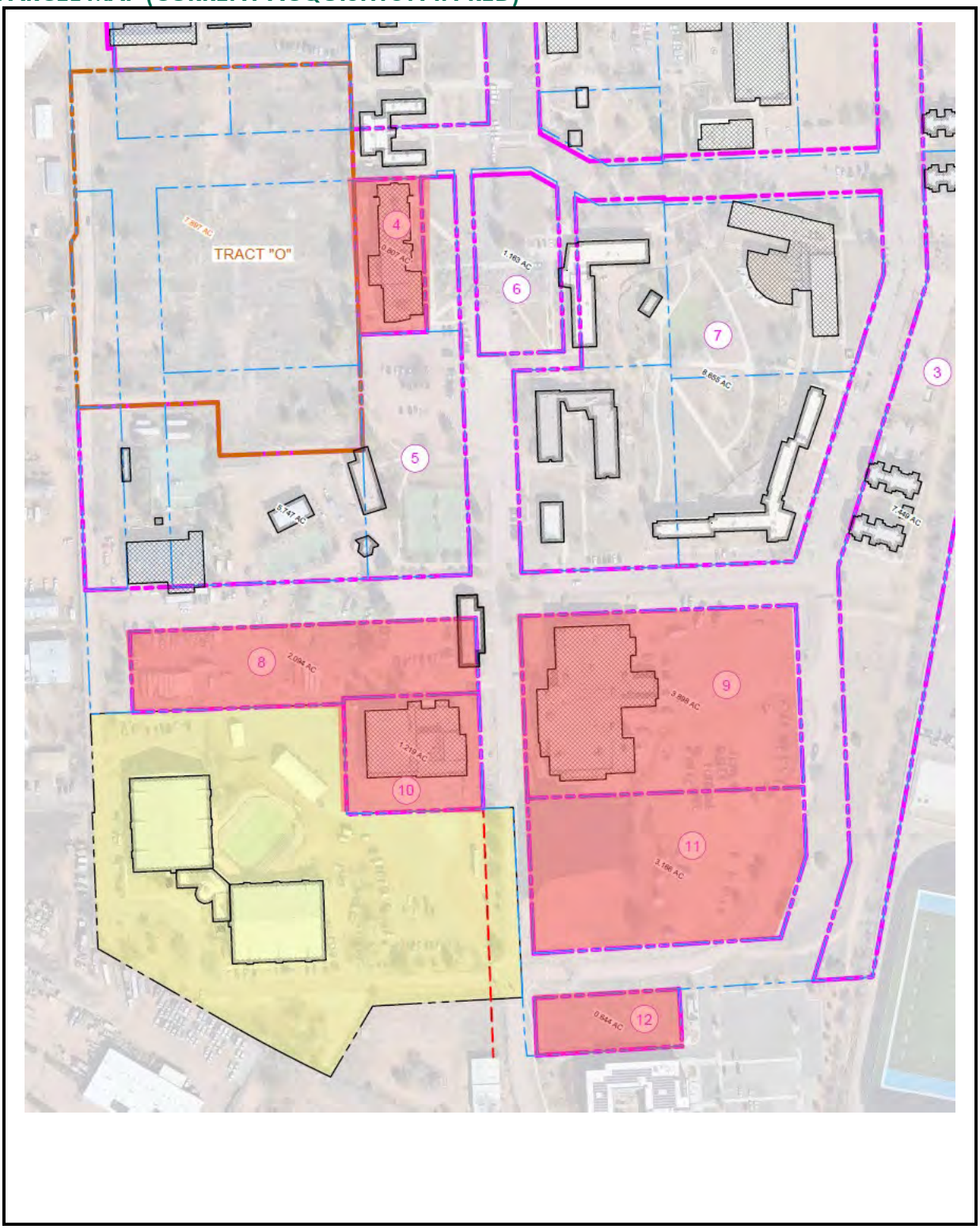
## PARCEL MAP (CURRENT ACQUISITION IN RED)



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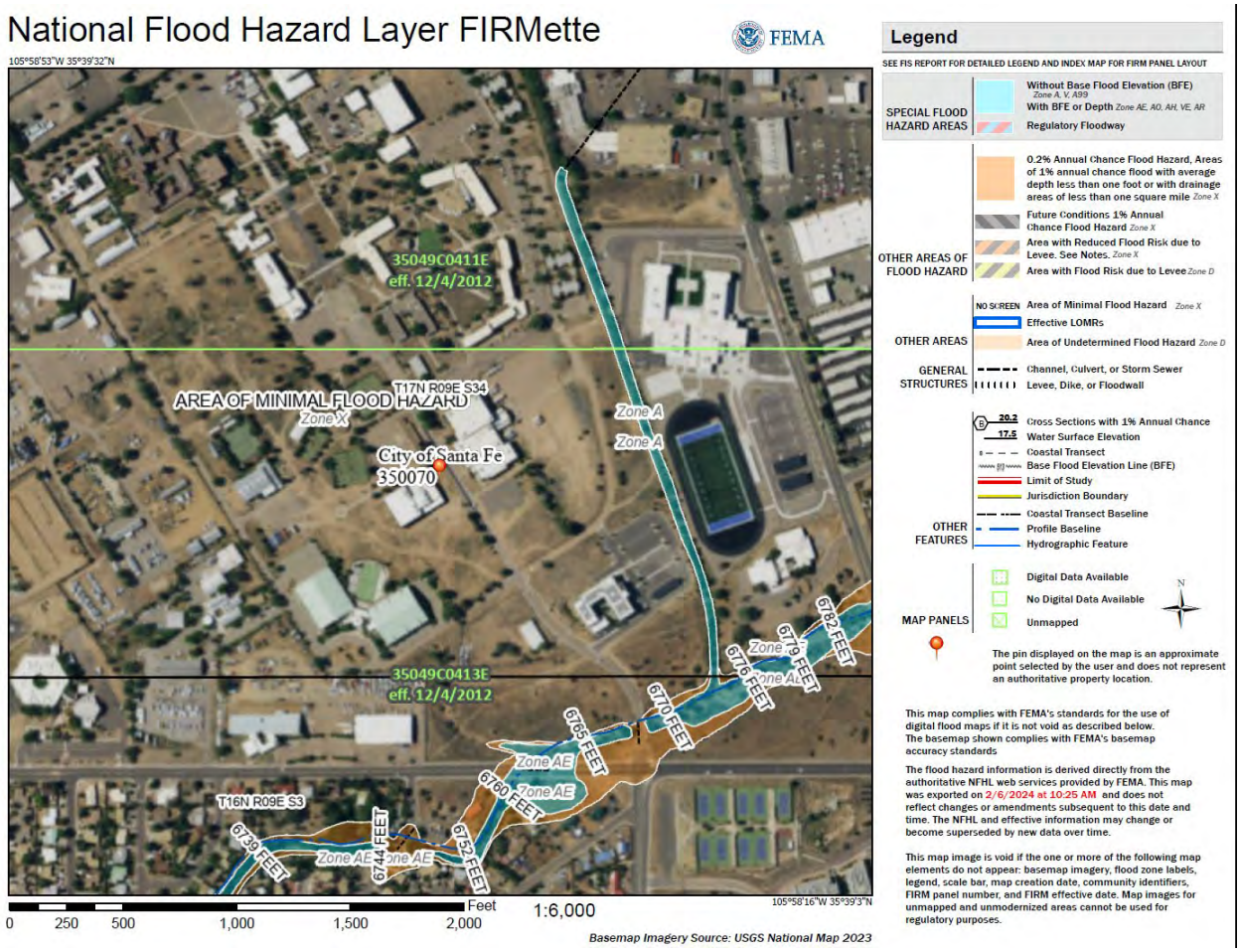
## FLOOD PLAIN MAP



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# Site Analysis

The following chart summarizes the salient characteristics of the subject site.

**SITE SUMMARY AND ANALYSIS**

| | | |
|---|---|---|
| **Physical Description** | | |
| Gross Site Area | 64.22 Acres | 2,797,423 Sq. Ft. |
| Net Site Area | 11.83 Acres | 515,228 Sq. Ft. |
| Excess Land Area | None | n/a |
| Surplus Land Area | None | n/a |
| Shape | Irregular | |
| Topography | Level, At Street Grade | |
| Zoning District | Midtown LINC Overlay District | |
| Flood Map Panel No. & Date | n/a | n/a |
| Flood Zone | Zone X (Unshaded) | |
| Adjacent Land Uses | Commercial, Education, Retail | |
| Earthquake Zone | n/a | |

| **Comparative Analysis** | **Rating** |
|---|---|
| Visibility | Average |
| Functional Utility | Adequate |
| Traffic Volume | Average |
| Adequacy of Utilities | Adequate |
| Landscaping | Average |
| Drainage | Adequate |

| **Utilities** | **Availability** | **Comments** |
|---|---|---|
| Water | Yes | |
| Sewer | Yes | |
| Natural Gas | Yes | |
| Electricity | Yes | |
| Telephone | Yes | |
| Mass Transit | Yes | |

| **Other** | **Yes** | **No** | **Unknown** |
|---|---|---|---|
| Detrimental Easements | | | x |
| Encroachments | | | x |
| Deed Restrictions | | | x |
| Reciprocal Parking Rights | | | x |

Various sources compiled by CBRE

## SITE SIZE

The entire campus measures 64.22 acres. The initial RFP included Alumni Hall and additional land, and was calculated at 17.26 acres. For the site size of the current proposed acquisition, we



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have been provided with calculations of portions outlined on the proposed site plan, estimated at 11.83 acres.

## INGRESS/EGRESS

Ingress and egress is available to the site via one road along the southwestern right-of-way of St. Michael's Road and one road along the northern right-of-way of Siringo Road. Interior campus roads provide access to each building and site.

St. Michael's Road, at the subject, is a northwest/southeast arterial street that is improved with three marked lanes of traffic in each direction. Street improvements include center of median with turning lanes, asphalt paving and concrete curbs, gutters and sidewalks, and street lighting. Street parking is not permitted.

Siringo Road, at the subject is an east/west business street. It is improved with one marked lane of traffic in each direction. Additional street improvements include center turning lane, concrete curbs, gutters and sidewalks, and street lighting. Street parking is not permitted.

## ENVIRONMENTAL ISSUES

An Environmental Site Assessment was provided and has been summarized below:



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| ENVIRONMENTAL SITE ASSESSMENT SUMMARY | |
|---|---|
| Performed by: | Western Technologies |
| Performed for: | City of Santa Fe |
| Report Type: | Phase II |
| Report Date: | September 1, 2023 |
| Status: | Final |
| Findings: | REC included:<br>• Adjacent property chlorinated solvent groundwater contamination.<br>• Vehicle maintenance stains visible, requiring Phase 2 soil samplings.<br>• Existing Aboveground Storage Tanks (AST) in use with no apparent spills/stains.<br>• Former Underground Storage Tanks (UST) removed with no apparent spills/stains.<br>• Backfill with demolition debris, requiring a Phase 2 ESA, which identified Asbestos-Containing Materials (ACM) |
| Results: | According to Tim Farrell, a Property Development Manager for the City of Santa Fe, these RECs were addressed by Western Technologies who completed a Phase 2 ESA Report where soil samples (borings) and analysis were conducted. The results of those procedures were negative of any environmental impact. |
| Compiled by CBRE | |

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

## ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

North: Retail
South: Residential
East: Retail and Residential
West: Institutional

## CONCLUSION

The site is adequately located and afforded adequate access and visibility from roadway frontage. The size of the site is typical for the area and use, and there are no known detrimental uses in the immediate vicinity. The subject has access to a major arterial and a business street which affords excellent visibility and access. Overall, there are no known factors which are



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considered to prevent the site from development to its highest and best use, as if vacant, or adverse to the existing use of the site.



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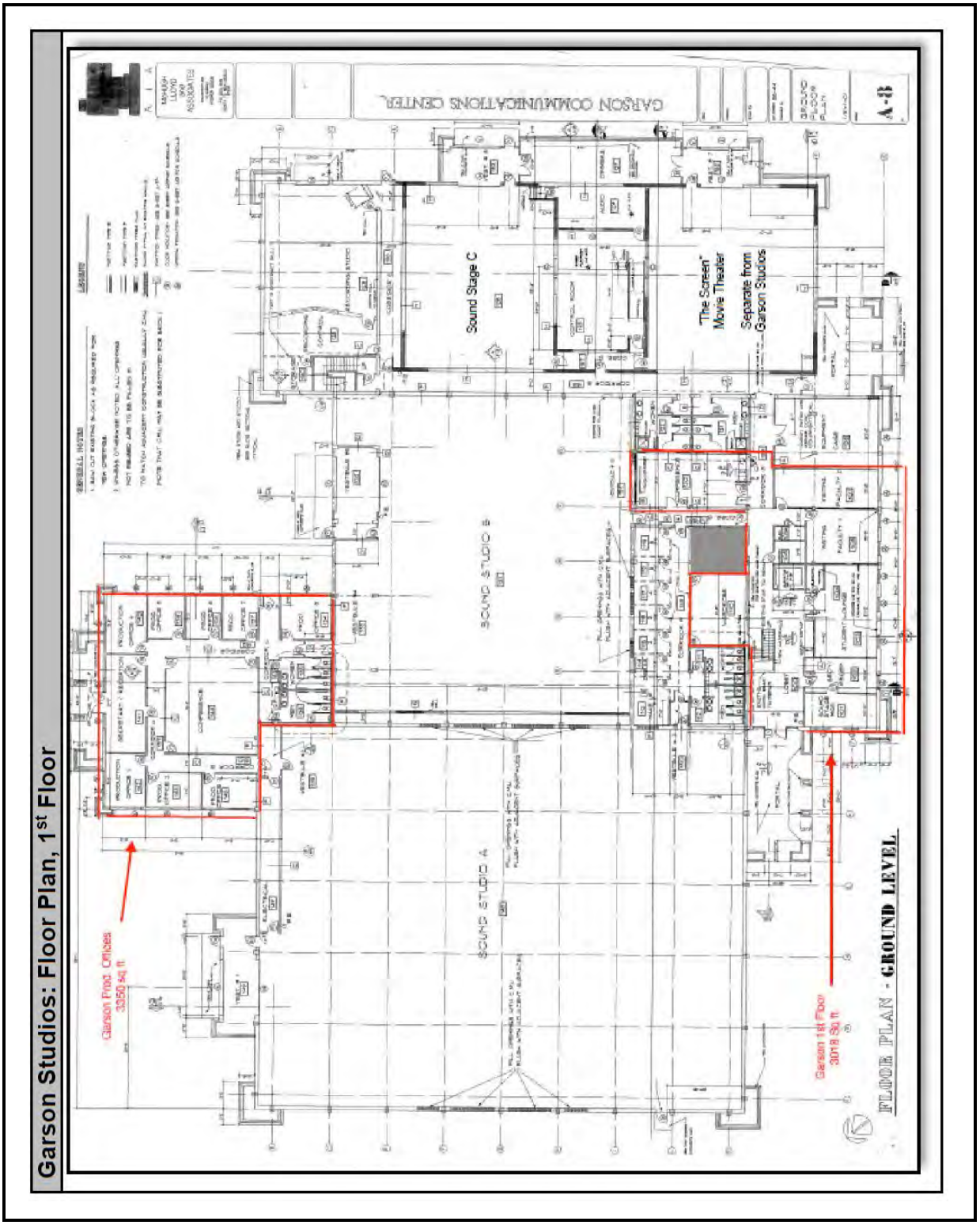
## GARSON FLOOR PLAN



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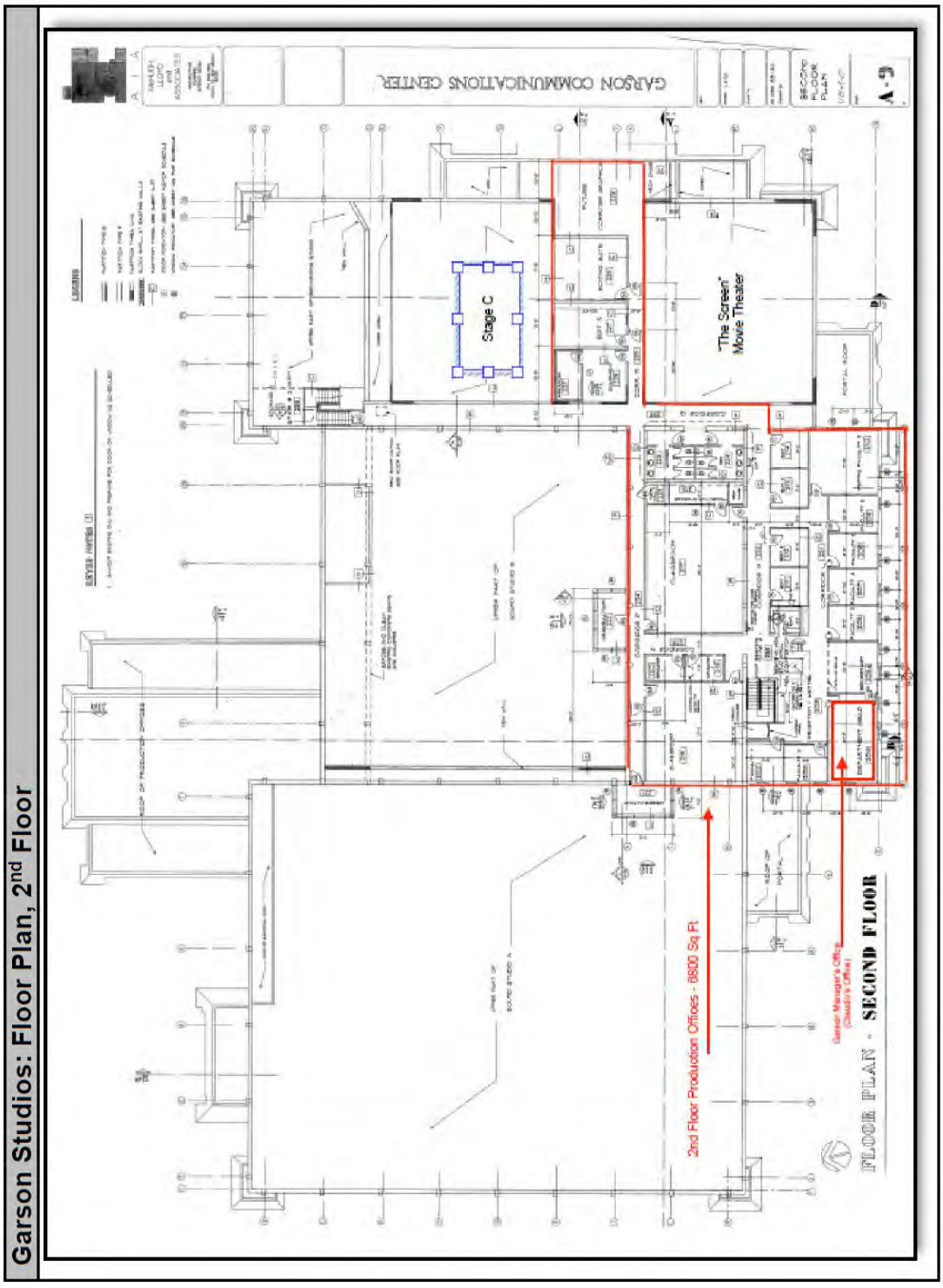
## GARSON SECOND FLOOR



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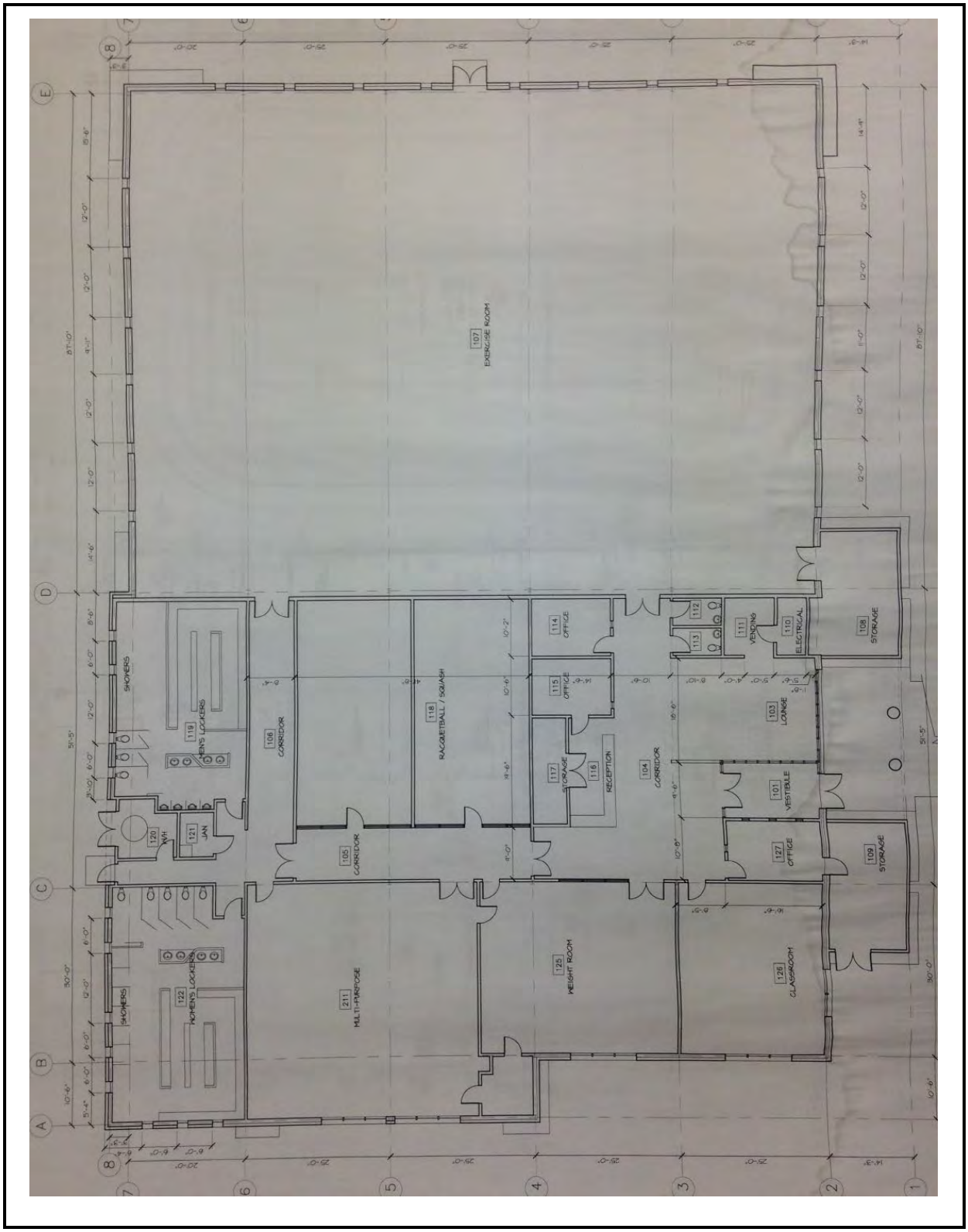
## DRISCOLL FLOOR PLAN



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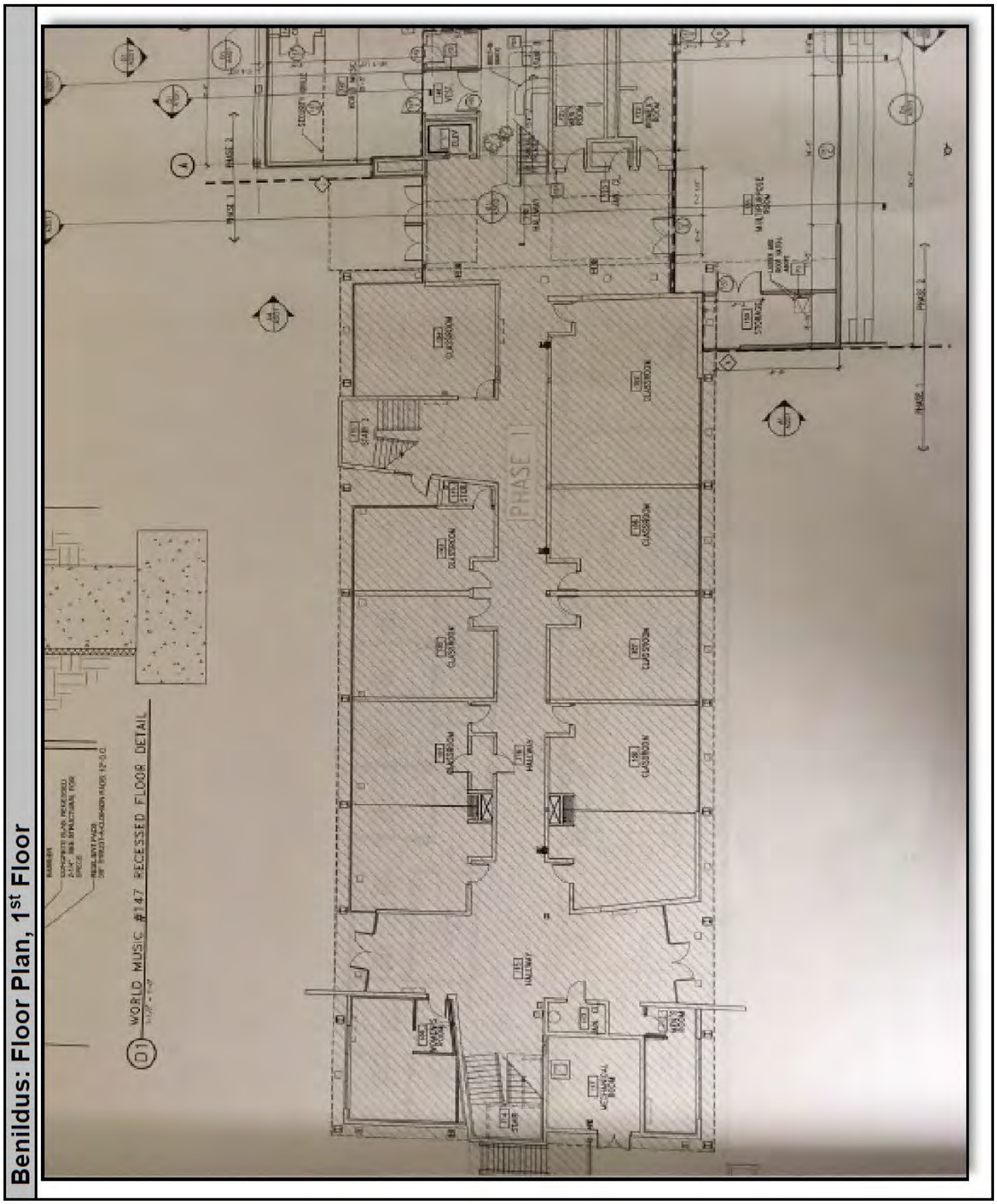
## BENILDUS FIRST FLOOR



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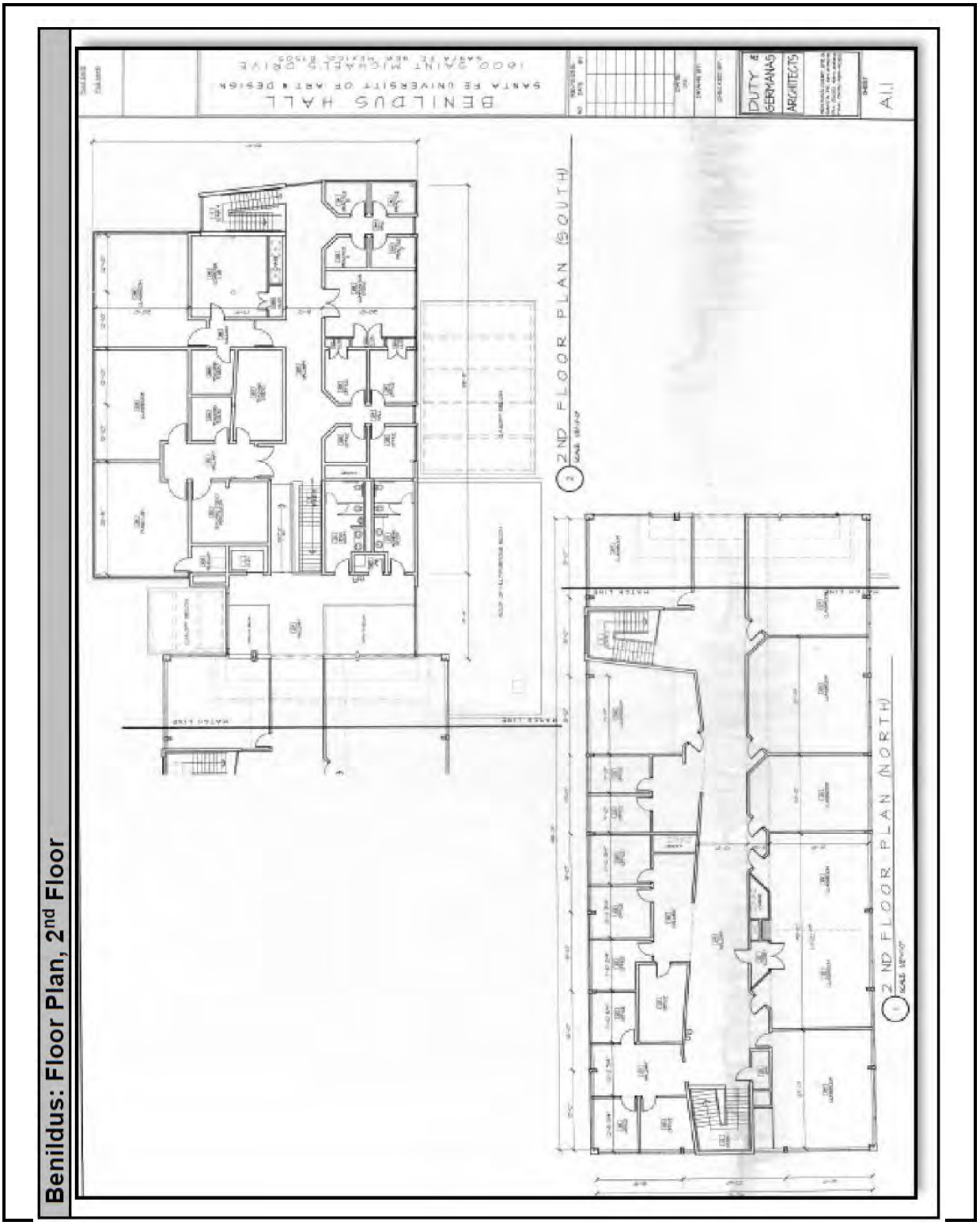
## BENILDUS SECOND FLOOR



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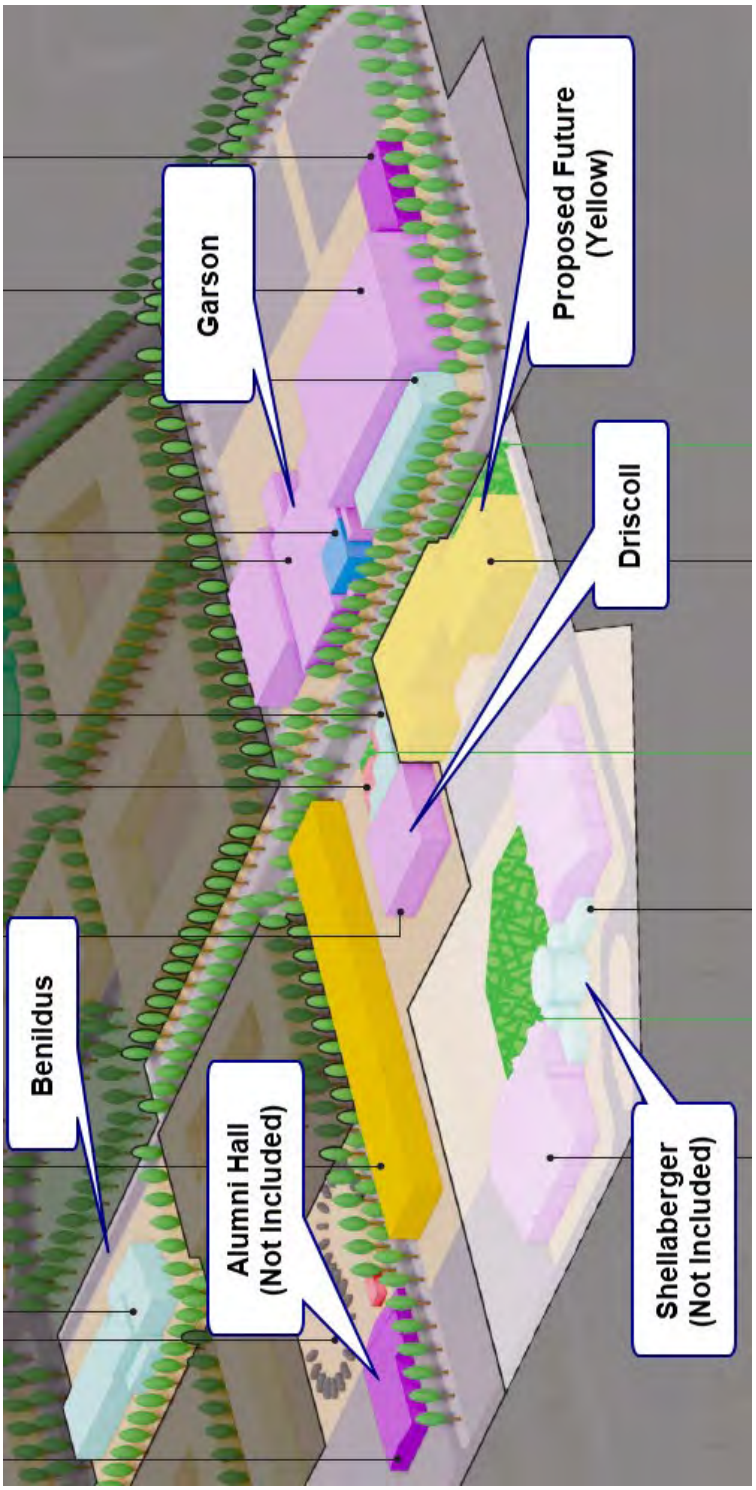
## RFP IMPROVEMENTS MAP



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# Improvements Analysis

The following chart shows a summary of the improvements.

| IMPROVEMENTS SUMMARY AND ANALYSIS | | |
|---|---|---|
| Property Type | Office | (Single Tenant) |
| Number of Buildings | 3 | |
| Number of Stories | 2 | |
| Gross Building Area | 98,677 SF | |
| Net Rentable Area | 98,677 SF | |
| Area Breakdown by Market Rent Categories | | |
| Industrial Space | 11,200 SF | |
| Office Space | 87,477 SF | |
| Site Coverage | 8.2% | |
| Parking Improvements | Surface | Benildus lacks adequate parking |
| Year Built | 1968 | |
| Actual Age | 55 Years | |
| Effective Age | 25 Years | |
| Total Economic Life | 50 Years | |
| Remaining Economic Life | 25 Years | |
| Age/Life Depreciation | 50.0% | |
| Functional Utility | Typical | |

| Building Number | Improvement Type | % A/C | Size (SF) | % Office | Clear Height | Year Built/ Renovated |
|---|---|---|---|---|---|---|
| Building 1 | Benildus Hall | 100% | 27,757 | 100.0% | ' | 1963 / 2005 |
| Building 2 | Driscoll Fitness Center | 100% | 22,200 | 50.0% | 20' - 22' | 1993 |
| Building 3 | Garson Studio Complex | 100% | 49,200 | 100.0% | 20' - 22' | 1991 |

Source: Various sources compiled by CBRE

The following illustrates the key features/components of the subject improvements for each building.



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| IMPROVEMENT DESCRIPTION & RATING | | Driscoll |
|---|---|---|
| **Improvement Summary** | **Description (Driscoll Fitness Center)** | **Comparative Rating** |
| Foundation | Reinforced concrete perimeter / column pad footing | Average |
| Frame | Steel | Average |
| Exterior Walls | Painted stucco | Average |
| Interior Walls | Painted drywall / wood panels | Average |
| Roof | Built-up composition | Average |
| Ceiling | Suspended acoustical tile / exposed | Average |
| HVAC System | Roof mounted HVAC units | Average |
| Exterior Lighting | Incandescent fixtures | Average |
| Interior Lighting | Recessed & hanging Fluorescent | Average |
| Flooring | Carpet / wood | Average |
| Plumbing | Assumed adequate | Average |
| Elevators/Stairwells | None | Average |
| Fire protection | Smoke detectors / fire alarm / sprinklers | Average |
| Amenities | Basketball court (1) / racquetball court (2) / male & female locker rooms / exercise rooms | Average |
| Furnishings | Personal property excluded | Average |

| IMPROVEMENT DESCRIPTION & RATING | | |
|---|---|---|
| **Improvement Summary** | **Description (Benildus Hall)** | **Comparative Rating** |
| Foundation | Reinforced concrete perimeter / column pad footing | Average |
| Frame | Masonry | Average |
| Exterior Walls | Painted Stucco / stone / brick | Average |
| Interior Walls | Painted drywall / glazed block | Average |
| Roof | Built-up composition | Average |
| Ceiling | Painted drywall / suspended | Average |
| HVAC System | Roof mounted HVAC units | Average |
| Exterior Lighting | Incandescent fixtures | Average |
| Interior Lighting | Recessesed fluorescent | Average |
| Flooring | Terrazzo / carpet | Average |
| Plumbing | Assumed adequate | Average |
| Elevators/Stairwells | Stiarway (4) elevator 2,500 lb. (1) | Average |
| Fire protection | Smoke detectors / sprinklers / alarm system | Average |
| Amenities | Multi-purpose room / music studios | Average |
| Furnishings | Personal property excluded | Average |

| **Improvement Summary** | **Description (Garson Studio Complex)** | **Comparative Rating** |
|---|---|---|
| Foundation | Reinforced concrete perimeter / column pad footing | Average |
| Frame | Masonry / concrete / steel | Average |
| Exterior Walls | Painted stucco | Average |
| Interior Walls | Painted drywall & block / acoustical panels | Average |
| Roof | Built-up composition | Average |
| Ceiling | Suspended acoustical tile / exposed structure | Average |
| HVAC System | Roof mounted HVAC units | Average |
| Exterior Lighting | Incandescent fixtures | Average |
| Interior Lighting | Recessed & hanging fluorescent / incandescent / PAR theatrical / HID fixtures | Average |
| Flooring | Carpet / wood / vinyl tile | Average |
| Plumbing | Assumed Adequate | Average |
| Elevators/Stairwells | Stairway (2) elevator 2,100 lb. (1) | Average |
| Elevators | | Average |
| Smoke Detectors | | Average |
| Sprinkler System | | Average |
| Fire protection | Smoke detectors / sprinklers | Average |
| Amenities | Movie theater / (2) sound stage / showers / laundry / observation booth / sound booth/ TV control room | Average |
| Furnishings | Personal property excluded | Average |

Source: Various sources compiled by CBRE



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## BUILDING DESCRIPTIONS

Garson Studios is 49,200 square feet, built in 1991, consisting of offices, a theater, and production sound stages of 14,000 square feet, 7,500 square feet, and 2,100 square feet. It has some deferred maintenance (see below) and is in average condition with some updating of interior finishes. The offices are in use as support for film production.

Driscoll Fitness Center is 22,200 square feet, built in 1993, and was used as an athletic complex, including dance studios, fitness center, locker rooms, and a large gymnasium. The gym has been converted into an industrial shop, with removal of the gym floor and athletic fixtures. There were initial plans to convert this space into a production studio, but subsequent engineering reports indicate this may not be feasible as the building cannot support the necessary infrastructure, so its likely use is for construction and maintenance support.

Benildus Hall is 27,757 square feet, constructed as a classroom and educational office. It was built in 1963, with an addition in 2005. There are some classrooms of varying sizes, and offices throughout, including recording and sound studio use. The interior finish has been remodeled, likely around the time of the addition in 2005.

## PARKING AND DRIVES

All parking spaces and vehicle drives are concrete paved and considered to be in average condition. Patron parking areas are along the front and sides of the building. Benildus lacks adequate parking, and the developer has proposed that the City will provide 50 spaces at a market rental rate.

## LANDSCAPING

Landscaping is considered to be in average condition, but has not been maintained for several years.

## FUNCTIONAL UTILITY

The overall layout of the property is considered functional in utility for scholastic use, and will require reconfiguration for office or film use.

## ADA COMPLIANCE

All common areas of the property appear to have handicap accessibility. The client/reader's attention is directed to the specific limiting conditions regarding ADA compliance.

## FURNITURE, FIXTURES AND EQUIPMENT

Any personal property items contained in the property are not included in this analysis.



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## ENVIRONMENTAL ISSUES

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

## CONDITION ANALYSIS

Facility assessment reports were prepared for each building. Significant items of deferred maintenance were identified, including renovations and alterations for ADA compliance, upgrading electrical, fire suppression systems, and HVAC to code, and general repairs to roofs, ceilings, floor coverings, plumbing and electrical systems and fixtures. Portions of the reports are included in the addenda.

## DEFERRED MAINTENANCE

The following chart shows the deferred maintenance items identified and their respective estimated costs to cure, based upon all available information, as of the relevant dates.

| ANALYSIS OF DEFERRED MAINTENANCE | |
|---|---|
| Benildus Hall | $1,759,269 |
| Driscoll Fitness Center | $1,284,847 |
| Garson Studios | $2,696,459 |
| Site and Infrastructure | $500,000 |
| Subtotal | $6,240,575 |
| Plus: Profit @ 15% | $936,086 |
| Total Deferred Maintenance: | $7,176,661 |
| Source: Wilson & Co. Facility Assessments Jan. 2023 | |

The total deferred maintenance estimate will be deducted from each approach in order to conclude the "as is" value for the subject.

## ECONOMIC AGE AND LIFE

CBRE, Inc.'s estimate of the subject improvements effective age and remaining economic life is depicted in the following chart:

| ECONOMIC AGE AND LIFE | |
|---|---|
| Actual Age | 56 Years |
| Effective Age | 25 Years |
| MVS Expected Life | 50 Years |
| Remaining Economic Life | 25 Years |
| Accrued Physical Incurable Depreciation | 50.0% |
| Compiled by CBRE | |



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The remaining economic life is based upon our on-site observations and a comparative analysis of typical life expectancies as published by Marshall and Swift, LLC, in the Marshall Valuation Service cost guide. While CBRE, Inc. did not observe anything to suggest a different economic life, a capital improvement program could extend the life expectancy.

## CONCLUSION

The improvements are in average overall condition. With completion of the repairs identified in the facility conditions reports, there are no known factors that adversely impact the marketability of the improvements.



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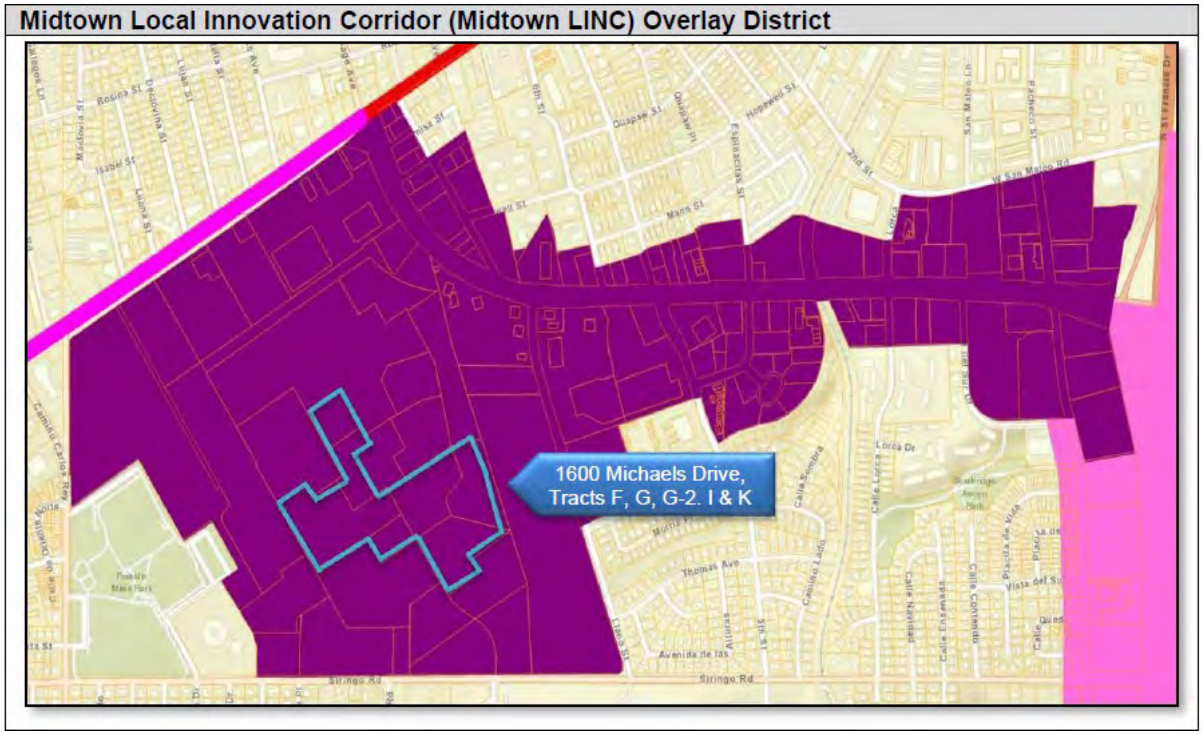
## ZONING MAP



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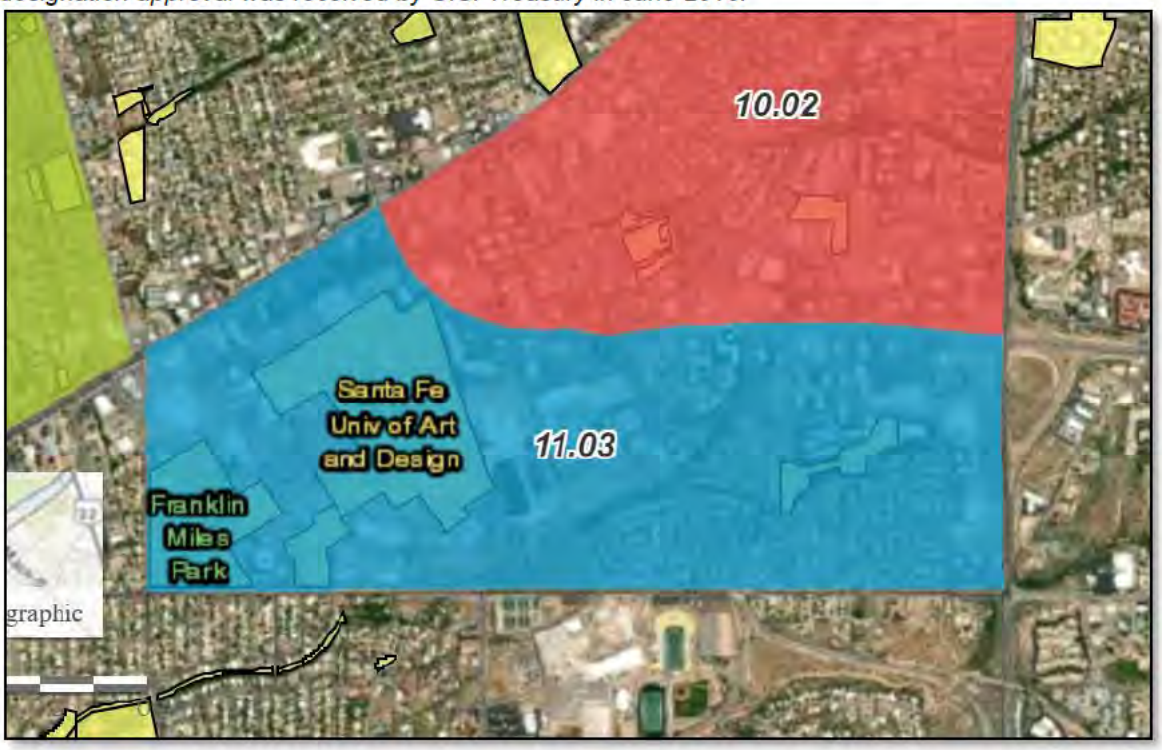
## ZONING MAP

**Opportunity Zone: Census Tract 11:03 Midtown Campus Area**

**Additional:** Opportunity Zone-Census Tract 11.03: Midtown Campus Area

*Federal Opportunity Zones (QOZ's) are a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. The QOZ program provides a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds (QOF's) that are dedicated to investing into QOZ's designated by the chief executives of every U.S. state and territory.*

*Governor Martinez approved the subject census tract for designation to the US Treasury. Finally, designation approval was received by U.S. Treasury in June 2018.*




Source: https://www.santafenm.gov/opportunity_zones_in_santa_fe



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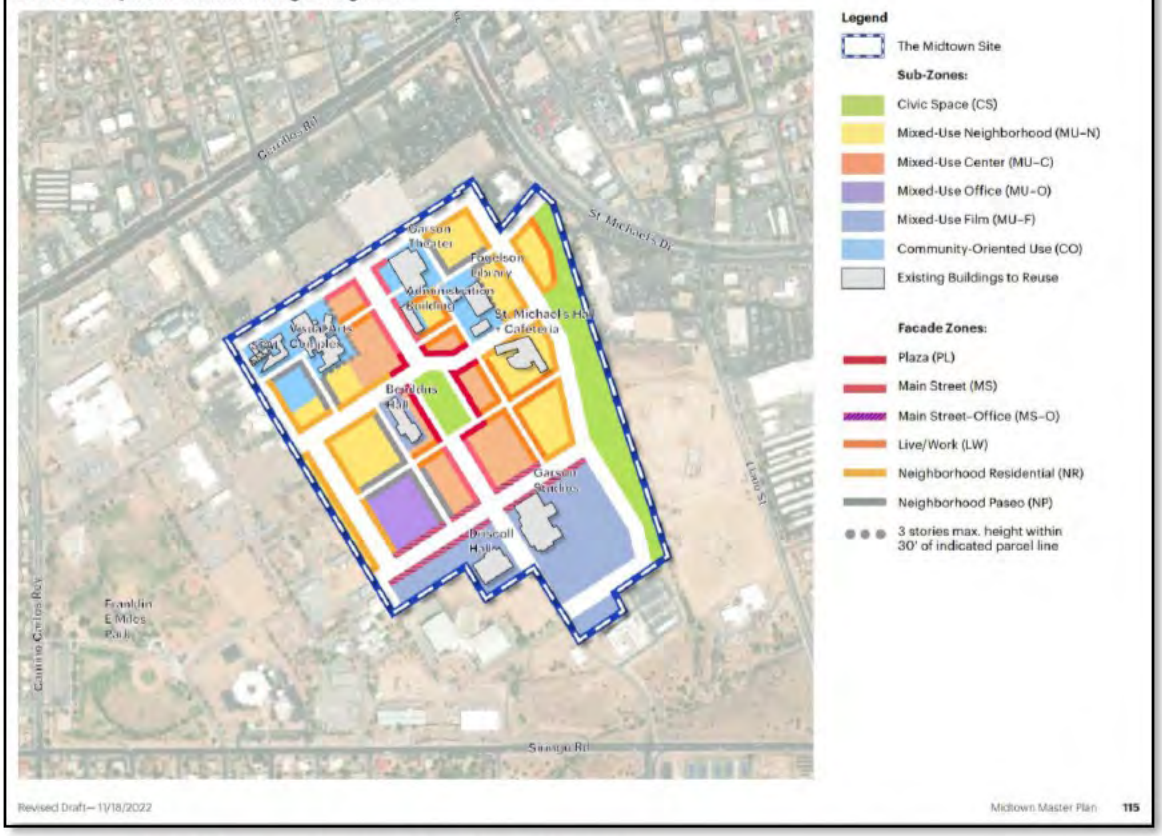
## ZONING MAP

**Midtown Proposed Master Plan**




Source: City of Santa Fe Midtown Proposed Master Plan (11/21/2023)



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# Zoning

The following chart summarizes the subject's zoning requirements.

| ZONING SUMMARY | |
|---|---|
| Current Zoning | Midtown LINC Overlay District |
| Legally Conforming | Yes |
| Uses Permitted | This district was developed to strengthen and animate the existing environment of the geographic center of the city. Especially the Santa Fe University of Art and Design and the Christus St. Vincent Regional Medical Center. This district incentivizes multi-family residential development and non-residential use, as well as improves and encourages pedestrian traffic. This district also provides more flexibility in sign design and location to encourage communications and business identification for existing buildings who have previously suffered from poor visibility |
| Zoning Change | Not likely |
| **Category** | **Zoning Requirement** |
| Maximum Height | 62 Feet |
| Minimum Setbacks | |
| Front Yard | 5 Feet |
| Street Side Yard | 5 Feet |
| Interior Side Yard | 5 Feet |
| Rear Yard | 5 Feet |
| Maximum Bldg. Coverage | None |
| Maximum FAR/Density | None |
| Subject's Actual FAR | None |
| Parking Requirements | None |
| Subject's Actual Parking | 3.49 spaces / 1000 SF |
| Source: Planning & Zoning Dept. | |

## ANALYSIS AND CONCLUSION

Although the subject property has operated as an educational and film production property, it has been zoned R-5 Residential. More recently, through a City of Santa Fe Resolution 2018-54 and 2022-12, the property is in the formal process of being rezoned to C-2, which will be the base zoning considered in this report. In addition to this base zoning the subject is located within the Midtown Local Innovation Corridor (Midtown LINC) Overlay District and the Opportunity Zone: Census Tract 11:03 Midtown Campus Area.

The City of Santa Fe's proposed Midtown Master Plan (the Midtown Land Development Plan), dated November 21, 2022, provided new development standards for the subject property in Chapter 5. The development standards are comprised of subzone (controls use) and façade (controls building masing and design) standards. The sub-zones support the objectives of the



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aforementioned Census Tract 11:03 Midtown Campus Area Opportunity Zone and Midtown LINC Overlay District, as well as Resolution No. 2022-12, which rezones the subject to a C-2 General Commercial District to allow for commercial, retail and residential uses. The subject is contained within the mixed-use film zone, for film production activities focused in the Garson Studios. It is presumed that adaptation of the property buildings will conform with this general designation, and that future improvements will conform to requirements of the zoning districts, master plan, and overlays.

It is beyond the scope of this analysis to determine the precise zoning designation and future use for each building and site in this analysis. The current improvements are believed to represent a legally-conforming use as of the effective date of the appraisal. Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.



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# Tax and Assessment Data

The property has historically been owned by the City of Santa Fe and has been exempt from taxation. There are no truly comparable privately owned tax parcels in the jurisdiction to our knowledge. We have considered expense comparables in the income approach, and estimated a likely assessed value from our value conclusions. Our pro forma estimate of the assessed values and tax obligation is shown below.

**AD VALOREM TAX INFORMATION**

| Parcel | Assessor's Parcel No. | Pro Forma |
|---|---|---|
| 1 | 1052097137176000000 | |
| | Subtotal | $10,000,000 |
| | % of Assessed Value | 33% |
| | Final Assessed Value | $3,333,000 |
| | General Tax Rate (per $1,000 A.V.) | 47.500000 |
| | General Tax: | $158,318 |
| | Effective Tax Rate (per $1,000 A.V.) | 47.500000 |
| | **Total Taxes** | **$158,318** |
| | Taxes per SF | $1.60 |

Source: Assessor's Office

## CONCLUSION

Based on the foregoing information, the subject's current assessment is well supported by both its historical trend and by the comparable properties shown.

Based on the foregoing, the total taxes for the subject have been estimated as $158,318 for the base year of our analysis, based upon an assessed value of $3,333,000 or $33.78 per square foot.

For purposes of this analysis, CBRE, Inc. assumes that all taxes are current.



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# Market Analysis

The market analysis forms a basis for assessing market area boundaries, supply and demand factors, and indications of financial feasibility. Primary data sources utilized for this analysis include IBISWorld and CoStar.

The subject is in the Santa Fe market and is considered a studio property, its main components are primarily functional as office. We have included portions of the IBISWorld Film Production Industry Report, and analysis of the local Santa Fe office market.

## MOVIE AND VIDEO PRODUCTION IN THE UNITED STATES

The Movie and Video Production industry has grappled with stark declines over the past five years as the COVID-19 pandemic rattled movie production. Producers have benefited from steady demand for entertainment but have been hindered by the expansion of online streaming options. Since overall box office sales have fallen, the industry's business model has shifted to prioritize blockbusters and rely on foreign distribution. Digital distribution is also a growing revenue stream despite digital streaming being a source of competition. Overall, revenue for the Movie and Video Production industry has fallen at a CAGR of 3.4% to $31.6 billion through the end of 2023, with revenue rising 1.2% in 2023 as the industry recovers.

Slow box office receipts have made the industry more risk-averse in recent years. Producers have relied more on blockbusters, especially those based on existing creative properties. Studios are placing bigger bets on action movies, which fare best with both domestic and foreign moviegoers. The focus on blockbusters has kept profit high despite troubles. Still, this business strategy will make studios more vulnerable to profit losses in the future, given the fast-changing nature of consumer tastes. Major studios are catching on to the rapidly expanding digital distribution channel, with many investing in their own streaming platforms. More recently, widespread strikes have impeded production.

Over the next five years, movie and video producers will find growth opportunities in digital distribution and television licensing. Studios will focus more on original content and creating their own distribution channels. The box office will grow sluggishly as online streaming platforms continue to draw consumers away from theaters. Major studios will compete more fiercely by using new production technologies and advertising to younger consumers. Video producers will also find opportunities in social media and digital streaming platforms. Revenue is expected to rise at a CAGR of 3.5% through the end of 2028 to reach $37.5 billion.



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## AT A GLANCE

| | | |
|---|---|---|
| Revenue<br>**$31.6bn**<br>'18-'23 ↓ 3.4 %<br>'23-'28 ↑ 3.5 % | Employees<br>**92,651**<br>'18-'23 ↑ 1.8 %<br>'23-'28 ↑ 3.5 % | Businesses<br>**49,321**<br>'18-'23 ↑ 6.8 %<br>'23-'28 ↑ 5.6 % |
| Profit<br>**$3.4bn**<br>'18-'23 ↓ 6.7 % | Profit Margin<br>**10.8%**<br>'18-'23 ↓ 2.1 pp | Wages<br>**$6.7bn**<br>'18-'23 ↑ 0.9 %<br>'23-'28 ↑ 3.5 % |

### Key Takeaways

#### Performance

Major movie producers lean on box office blockbusters to generate low-risk sales. Theater attendance is steadily declining as video streaming options expand.

Online streaming encroaches on box office sales but provides a new revenue channel for producers. Digital distribution is quickly growing as a share of movie and video production revenue.

Video producers are finding new opportunities through social media and digital streaming platforms. Platforms like Twitch and YouTube are investing in professional video producers to create content.

SAG-AFTRA and major producers have settled a contract after a months-long strike. While the strike has been resolved, the repercussions of the long hiatus have been immense on the industry.

#### External Environment

Unions up the cost of labor for movie producers. Producers are bound by the wages unions negotiate for media professionals and may contend with strikes and production disruptions when fair wages aren't met.

Copyright laws protect key revenue channels for movie producers by preventing the unlawful distribution of content. Movie producers are also held accountable by copyright laws, ensuring they have the proper authorization to use copyrighted material in their works.



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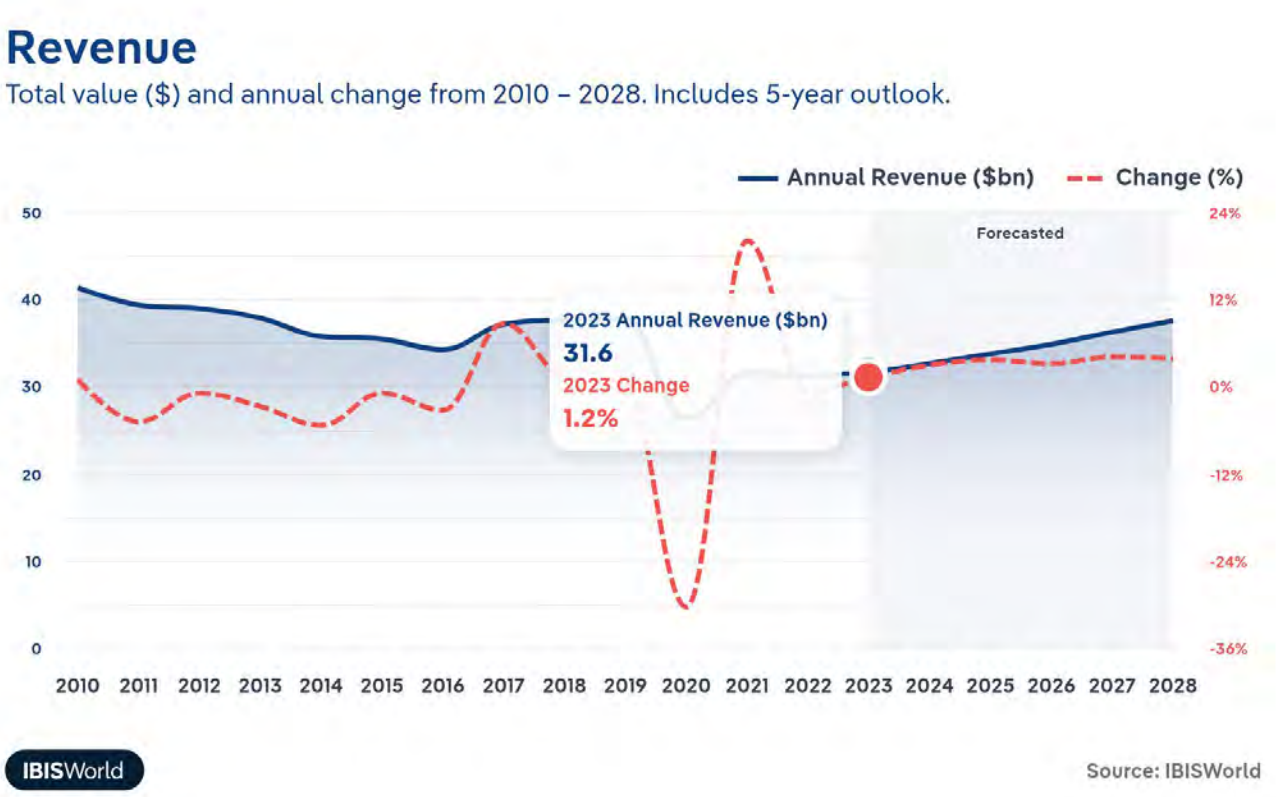
## Performance Snapshot

REVENUE:

| Revenue | 2023 Revenue CAGR | Revenue Volatility |
|---|---|---|
| $31.6bn<br>'18-'23 ↓ 3.4 %<br>'23-'28 ↑ 3.5 % | ↑ 1.2 % | ↓ High |



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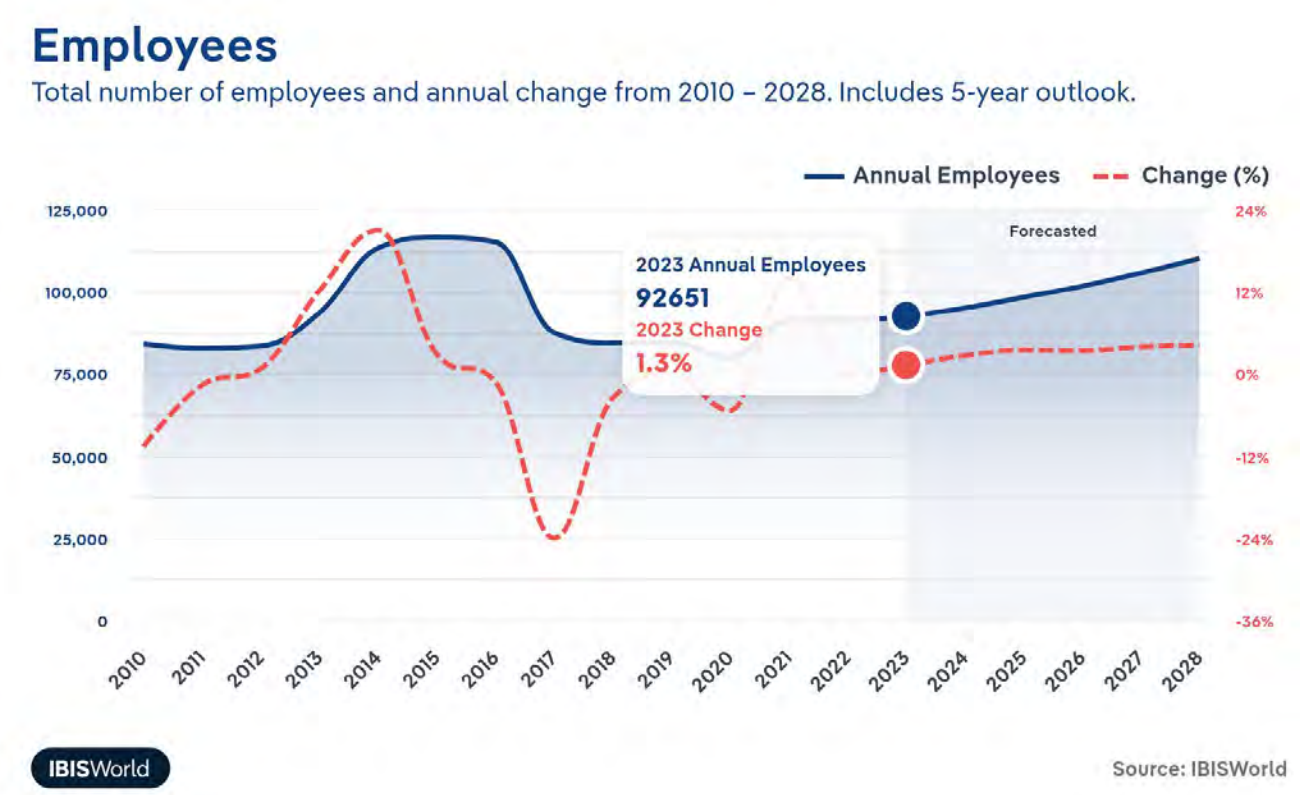
EMPLOYEES:

| Employees | Employees per Business | Revenue per Employee |
|---|---|---|
| 92,651 | 2 | $342k |
| '18-'23 ↑ 1.8 % | '18-'23 ↓ 4.7 % | '18-'23 ↓ 5.1 % |
| '23-'28 ↑ 3.5 % | '23-'28 ↓ 1.9 % | '23-'28 ↓ 0.1 % |



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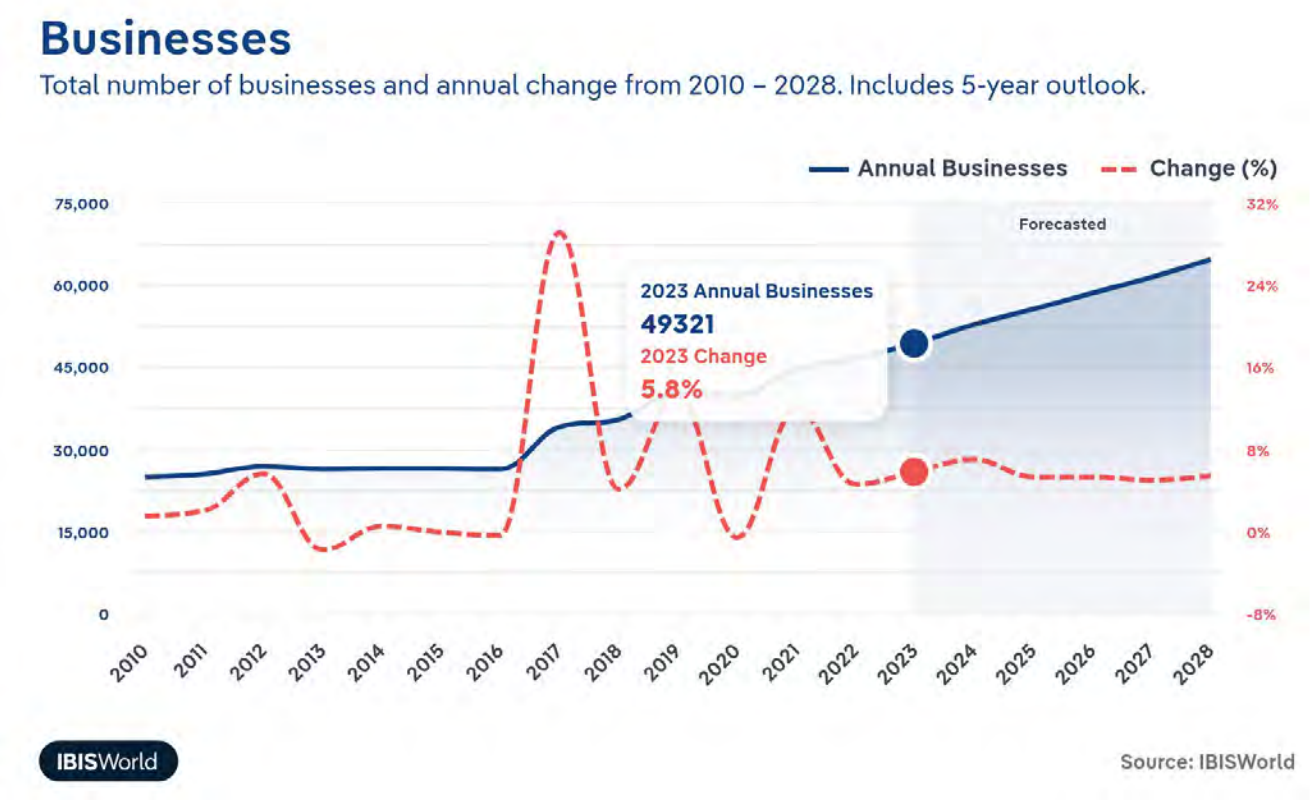
BUSINESSES:

| Businesses | Employees per Business | Revenue per Business |
|---|---|---|
| 49,321 | 2 | $641.7k |
| '18-'23 ↑ 6.8 % | '18-'23 ↓ 4.7 % | '18-'23 ↓ 9.6 % |
| '23-'28 ↑ 5.6 % | '23-'28 ↓ 1.9 % | '23-'28 ↓ 2.0 % |



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## Key External Drivers

| Key External Drivers | Impact |
|---|---|
| Demand from movie theaters | Positive |
| Total advertising expenditure | Positive |
| Per capita disposable income | Positive |
| Trade-weighted index | Negative |

## Industry Structure

| Characteristic | Level | Trend |
|---|---|---|
| Concentration | Moderate | |
| Barriers To Entry | Moderate | Increasing |
| Regulation and Policy | Moderate | Increasing |
| Life Cycle | Mature | |
| Revenue Volatility | High | |
| Capital Intensity | Low | |
| Assistance | High | Decreasing |
| Competition | High | Increasing |
| Innovation | Moderate | |

## PERFORMANCE SNAPSHOT

### WHAT'S DRIVING CURRENT INDUSTRY PERFORMANCE?

#### Producers turn to risk-averse blockbusters

- Sluggish box office sales have made film studios more risk-averse, a trend that's been gradually unfolding over the past decade. This stems in part from other technologies competing for audiences' time.
- Franchises and sequels represent tested concepts with more assured box office success that can subsidize studios' riskier bets on new creative enterprises. Betting on intellectual property has become more reliable than building projects around star power.



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- Film studios have become more reliant on the success of sequels, franchises and intellectual property based films, as they also have high returns on interest. This limitation has contributed to the Movie and Film Production Industry's overall decline.

### COVID-19 rattles filmmaking

- The COVID-19 pandemic was the driving force behind the industry's poor performance through the end of 2023, as most domestic movie theaters closed in March 2020.
- Many studio blockbusters postponed their releases to 2021, and changes in release dates created a domino effect for other releases, compounding the adverse effects of the pandemic.
- Although box office sales declined, stay-at-home orders and theater closures helped boost sales from digital distribution and licensing. While demand was high during the COVID-19 pandemic, many Movie and Video production companies had to pause production, driving down industry revenue.

### Studios leverage digital platforms to generate revenue

- The increasing accessibility of video content online has diminished the incentive to spend on a movie theater experience, producing a consumer shift in favor of at-home entertainment.
- Major studios used COVID-19 disruptions to leverage revenue from and expand their digital platforms. These methods helped prevent further declines despite tumbling box office sales.
- Warner Bros. Studios began a monthly release of its theatrical slate after disastrous box office results for its summer 2020 blockbuster, Tenet.
- The industry's transition to digital streaming platforms is one of the many motivating factors behind the 2023 widespread strikes. The strikes have halted many productions, and though the end is in sight the damage has been done.

### Online substitutes provide new outlets for video producers

- Videos are becoming an increasingly popular form of communication, with businesses and individuals taking advantage of their ability to reach a large audience.
- Although online video platforms, like Twitch and YouTube, draw consumers away from theaters, they've also opened up new avenues for video producers, therefore have a mixed effect on the Movie and Video Production Industry in the US.

Production costs have decreased recently, making video production more accessible to a broader range of customers. Each of these new filmmakers, on some level, present a certain level of competition to larger players in the Movie and Video Production industry in the US.



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## SWOT

**S**
Strengths
Low Imports
Low Capital Requirements

**W**
Weaknesses
High & Decreasing Level of Assistance
High Competition
Very high Volatility
Low Profit vs. Sector Average
High Customer Class Concentration
High Product/Service Concentration
Low Revenue per Employee

**O**
Opportunities
Total advertising expenditure
High Revenue Growth (2018-2023)
High Revenue Growth (2023-2028)
High Performance Drivers

**T**
Threats
Very Low Revenue Growth (2005-2023)
Low Outlier Growth
Trade-weighted index



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## METROPOLITAN SANTA FE - NM OFFICE MARKET OVERVIEW

### Recent Performance

The following table summarizes historical and projected performance for the overall metropolitan Santa Fe - NM office market, as reported by CoStar.

**SANTA FE - NM OFFICE MARKET**

| Year Ending | Inventory (SF) | Completions (SF) | Occupied Stock (SF) | Occupancy | Asking Rent ($/SF Gross) | Asking Rent Change | Net Absorption (SF) | Transaction Price Per Area (SF) |
|---|---|---|---|---|---|---|---|---|
| 2014 | 7,549,924 | 4,400 | 6,961,605 | 92.2% | $18.58 | 7.82% | -63,674 | $129.61 |
| 2015 | 7,553,538 | 3,614 | 7,068,813 | 93.6% | $18.81 | 1.25% | 107,208 | $196.93 |
| 2016 | 7,553,538 | 0 | 7,219,222 | 95.6% | $19.13 | 1.72% | 150,409 | $247.79 |
| 2017 | 7,558,277 | 4,739 | 7,261,391 | 96.1% | $19.13 | 0.00% | 42,169 | $80.25 |
| 2018 | 7,568,277 | 10,000 | 7,297,999 | 96.4% | $20.16 | 5.36% | 36,608 | $152.52 |
| 2019 | 7,534,493 | -33,784 | 7,309,688 | 97.0% | $20.73 | 2.84% | 11,689 | $131.55 |
| 2020 | 7,536,707 | 2,214 | 7,229,362 | 95.9% | $20.74 | 0.05% | -80,326 | $139.31 |
| 2021 | 7,536,707 | 0 | 7,331,451 | 97.3% | $21.70 | 4.62% | 102,089 | $119.46 |
| *Q1 2022* | *7,536,707* | *0* | *7,298,711* | *96.8%* | *$22.09* | *1.80%* | *-32,740* | *$190.38* |
| *Q2 2022* | *7,536,707* | *0* | *7,331,300* | *97.3%* | *$22.37* | *1.31%* | *32,589* | *$139.11* |
| *Q3 2022* | *7,536,707* | *0* | *7,370,826* | *97.8%* | *$22.45* | *0.34%* | *39,526* | - |
| *Q4 2022* | *7,536,707* | *0* | *7,403,176* | *98.2%* | *$22.68* | *1.00%* | *32,350* | *$180.23* |
| 2022 | 7,536,707 | 0 | 7,403,176 | 98.2% | $22.68 | 4.52% | 71,725 | $180.23 |
| *Q1 2023* | *7,536,707* | *0* | *7,457,231* | *98.9%* | *$22.92* | *1.08%* | *54,055* | - |
| *Q2 2023* | *7,536,707* | *0* | *7,456,235* | *98.9%* | *$23.06* | *0.60%* | *-996* | *$191.95* |
| *Q3 2023* | *7,536,707* | *0* | *7,460,477* | *99.0%* | *$23.09* | *0.15%* | *4,242* | - |
| *Q4 2023** | *7,536,707* | *0* | *7,425,465* | *98.5%* | *$23.19* | *0.40%* | *-35,009* | - |
| 2023* | 7,536,707 | 0 | 7,425,465 | 98.5% | $23.19 | 2.25% | 22,292 | - |
| 2024* | 7,531,947 | -4,760 | 7,350,467 | 97.6% | $23.16 | -0.13% | -74,139 | - |
| 2025* | 7,527,635 | -4,312 | 7,327,482 | 97.3% | $23.28 | 0.54% | -21,880 | - |
| 2026* | 7,524,892 | -2,743 | 7,305,978 | 97.1% | $23.44 | 0.69% | -20,437 | - |
| 2027* | 7,522,983 | -1,909 | 7,275,511 | 96.7% | $23.57 | 0.53% | -29,364 | - |
| 2028* | 7,521,471 | -1,512 | 7,245,931 | 96.3% | $23.64 | 0.33% | -28,502 | - |

* Future Projected Data according to CoStar

Source: CoStar, 3rd Quarter 2023

The Santa Fe - NM office market consists of approximately 7,536,707 square feet of office space. The following observations are noted from the table above:

- As of 3rd Quarter 2023, there was approximately 7,460,477 square feet of occupied office space (including sublet space), resulting in an occupancy rate of 99.0% for the metro area. This reflects a small increase from the previous quarter's occupancy of 98.9%, and an increase from an occupancy rate of 98.2% from last year.
- The area experienced positive 4,242 square feet of net absorption for the current quarter. This indicates an improvement from the previous quarter's negative 996 square feet of net absorption, and a decline from the positive 71,725 square feet of net absorption from last year.
- The area had zero completions for the current quarter, which indicates no change from the previous quarter's zero completions, and is unchanged from zero completions from last year.



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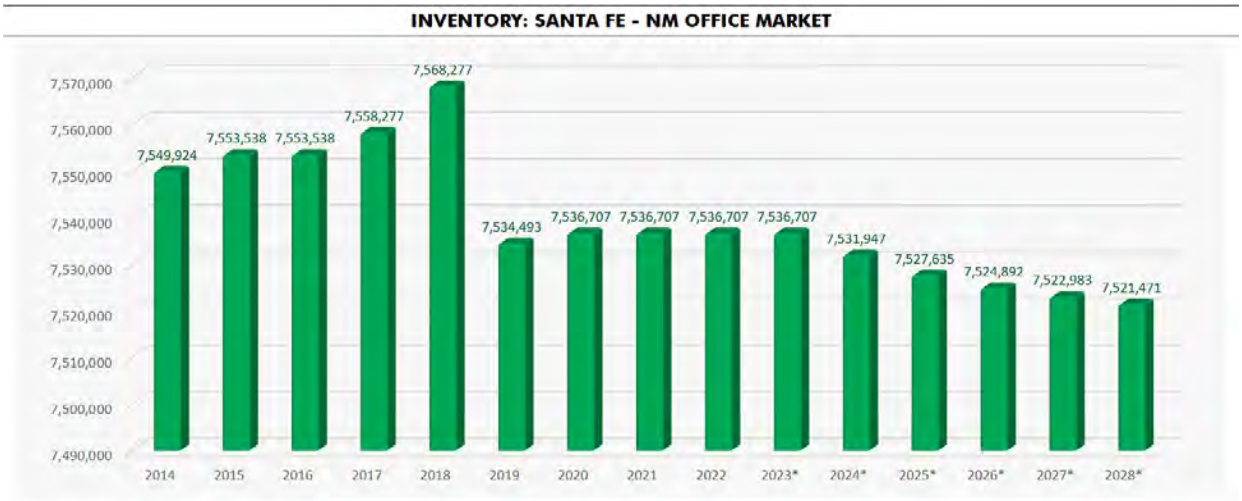
- The area achieved average asking rent of $23.09 per square foot, which indicates a small increase from the previous quarter's asking rent of $23.06 per square foot, and an increase from the asking rent of $22.68 per square foot from last year.

## Historical Inventory – Market

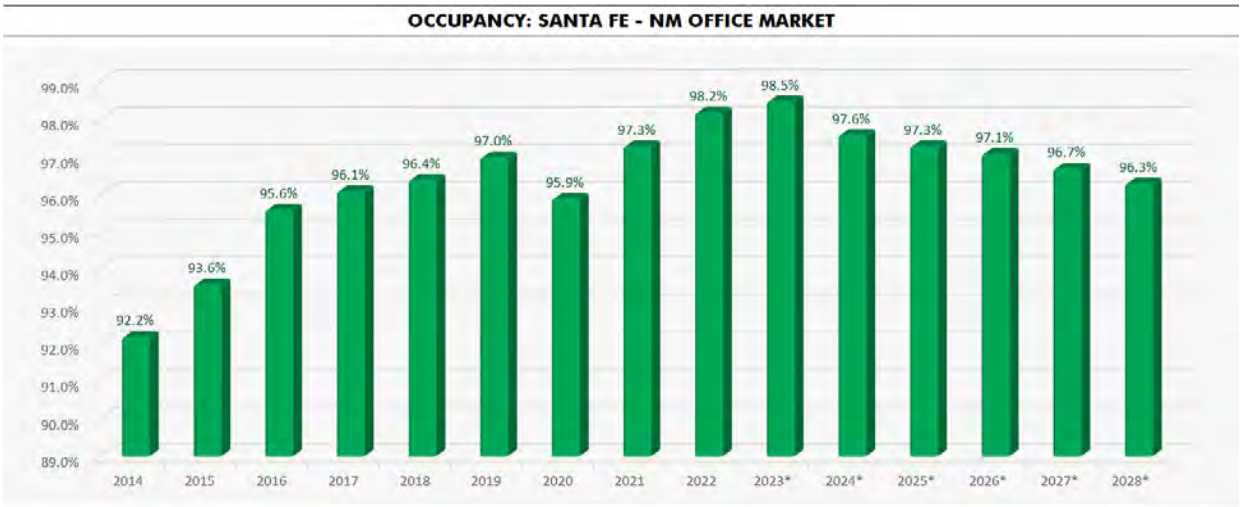



* Future Projected Data according to CoStar

Source: CoStar, 3rd Quarter 2023

Inventory is projected to be 7,536,707 square feet at the end of the current year, which represents no change from the previous year's inventory of 7,536,707 square feet. Inventory for next year is projected to be 7,531,947 square feet, reflecting a decrease from the current year.

## Historical Occupancy - Market




* Future Projected Data according to CoStar

Source: CoStar, 3rd Quarter 2023

At the end of the current year, the occupancy rate is projected to be 98.5%, which reflects an increase from the 98.2% occupancy rate at the end of last year. Occupancy for next year is projected to be 97.6%, reflecting a decrease from the current year.



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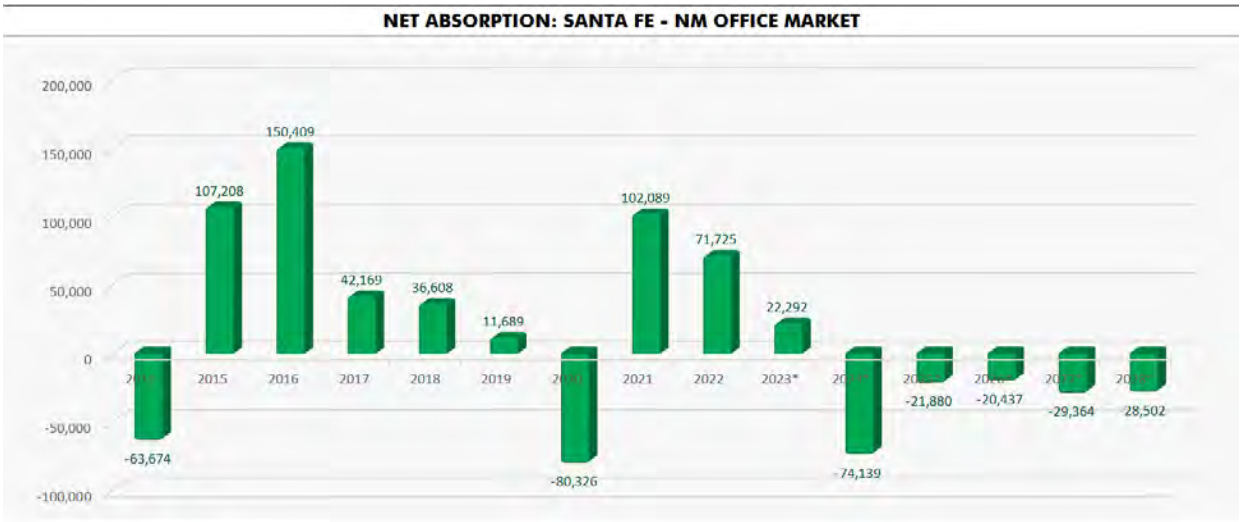
## Historical Net Absorption - Market

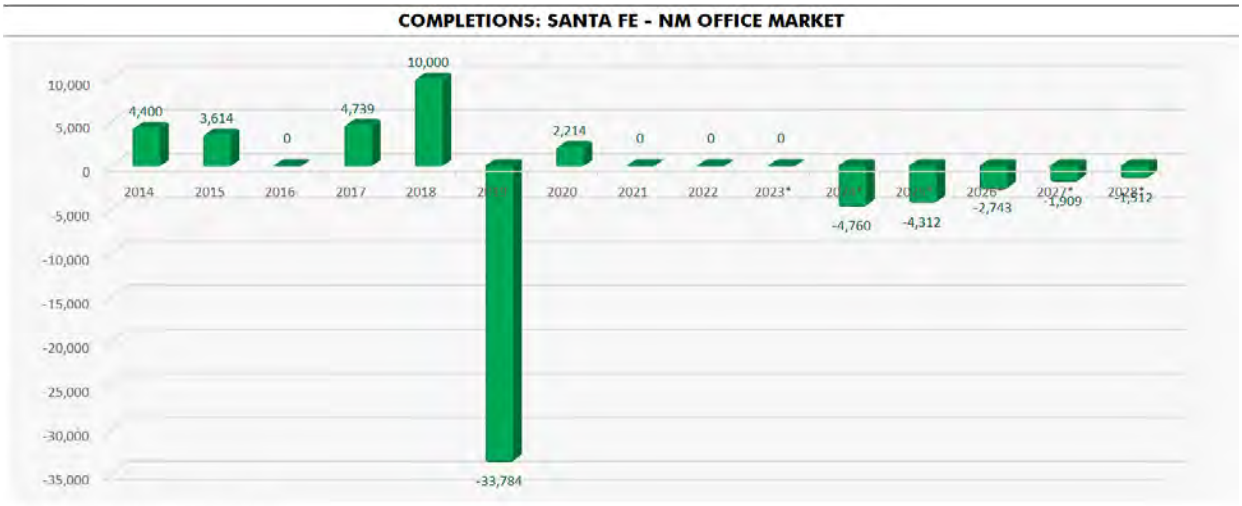



* Future Projected Data according to CoStar

Source: CoStar, 3rd Quarter 2023

At the end of the current year, the area is projected to experience positive 22,292 square feet of net absorption, which indicates a decline from the positive 71,725 square feet of net absorption for the previous year. The area is projected to experience negative 74,139 square feet of net absorption as of the end of next year, which indicates a decline from the current year.

## Historical Completions - Market




* Future Projected Data according to CoStar

Source: CoStar, 3rd Quarter 2023

The area is projected to achieve zero completions for the current year, which is unchanged from the previous year's zero completions. The area is projected to experience completions of negative 4,760 square feet as of the end of next year, which indicates a decline from the current year.



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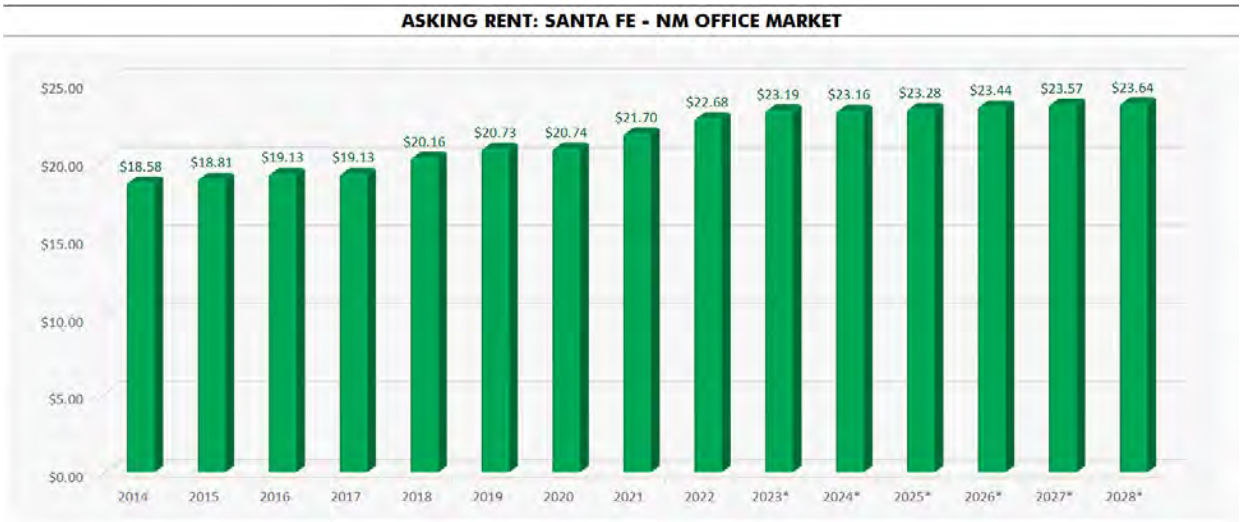
## Historical Asking Rent - Market




Source: CoStar, 3rd Quarter 2023

The area is projected to achieve average asking rent of $23.19 per square foot at the end of the current year, which indicates an increase from the previous year's asking rent of $22.68 per square foot. The area is projected to achieve asking rent of $23.16 per square foot by the end of next year, indicating a small decrease from the current year.

## Occupancy

Based on the foregoing analysis, CBRE, Inc.'s conclusion of stabilized occupancy for the subject is illustrated in the following table. Because of its location, its age and condition, mixed use and specialized buildout, it is likely that the stabilized occupancy of the property will be lower than typical for the market.

| OCCUPANCY CONCLUSIONS | |
|---|---|
| Santa Fe - NM Market | 96.3% |
| Rent Comparables | 88.5% |
| Subject's Stabilized Occupancy | 85.0% |
| Compiled by CBRE | |



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# Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

## AS VACANT

### Legal Permissibility

The legally permissible uses were discussed in the Site Analysis and Zoning Sections.

### Physical Possibility

The subject will require additional site work to upgrade its utilities, and has an adequate shape and size, sufficient access, etc., to be a separately developable site. There are no known physical reasons why the subject site would not support any legally probable development (i.e. it appears adequate for development).

### Financial Feasibility

Potential uses of the site include commercial, office, and production of film. The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. As discussed in the market analysis, the subject office market is generally stabilized.

New office projects have not been recently developed in this market due to economic conditions. Further, there are proposed developments which are no longer moving forward due to inadequate construction financing and market conditions (increasing vacancy, declining effective rental rates, higher cap rates, etc.). Overall, there is significant risk in the office market and most investors would not move forward with new construction at this time on a speculative basis.

### Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of an office property, or a film production studio or related facility.

As noted, new development is not financially feasible at this time. Therefore, the highest and best use of the site, as vacant, would be to hold for future development when economic conditions improve.



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## AS IMPROVED

### Legal Permissibility

The site has been improved with an office and school campus. This is a nonconforming use for the newly created master plan and zoning.

### Physical Possibility

The layout and positioning of the improvements are considered functional for scholastic use, and will need some reconfiguration for office or film use. There is vacant land available for future expansion, but will require review by the City for approval of proposed new uses.

### Financial Feasibility

The financial feasibility of an office property is based on the indicated value of the property compared to its land value. If a residual amount exists, then the land is being put to a productive use. Further, the value of the subject property as improved clearly exceeds the underlying land value. However, the analysis of the market indicates that use as an income property is not feasible in the current market.

### Maximum Productivity - Conclusion

As shown in the applicable valuation sections, buildings that are similar to the subject have been acquired or continue to be used by office owners. Some of the comparable buildings have been acquired for conversion to an alternative use, similar to the subject. The most likely buyer for the subject property is as follows:

- Investor-Local

Based on the foregoing, the highest and best use of the property, as improved, is consistent with the existing use as a development, related to film production including studio use.



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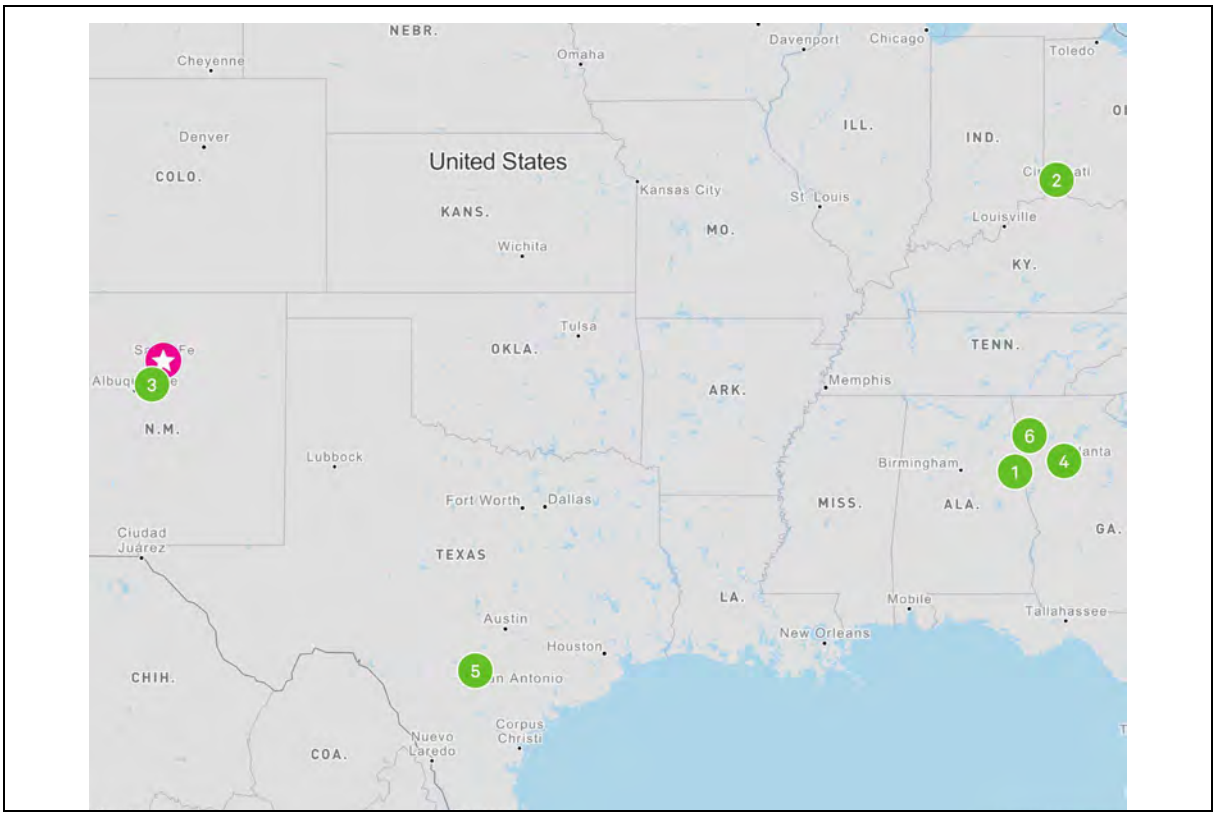
# Sales Comparison Approach

The following map and table summarize the comparable data used in the valuation of the subject. A detailed description of each transaction is included in the addenda.




**SUMMARY OF COMPARABLE STUDIO AND SCHOOL CAMPUS SALES**

| No. | Property Name | Transaction Type | Transaction Date | Interest Transferred | YOC / Reno'd | Property Subtype | Site Coverage | NRA (SF) | Actual Sale Price | Adjusted Sale Price [1] | Price Per SF [1] |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Carrie Steele Pitts Home<br>577, 585, 667 Fairburn Road NW<br>Atlanta, GA 30331 | Sale | Aug-23 | Leased Fee | 1965 | School | 13.7% | 84,684 | $5,200,000 | $5,200,000 | $61.40 |
| 2 | Former Mount Auburn International Academy<br>244 Southern Avenue<br>Cinncinati, OH 45219 | Sale | Jun-23 | Fee Simple/Freehold | 1895 | School | 88.5% | 88,673 | $5,000,000 | $5,000,000 | $56.39 |
| 3 | Shellaberger Tennis Center / Studio<br>1600 1/2 St. Michaels Drive<br>Santa Fe, NM 87505 | Sale | Oct-22 | Fee Simple/Freehold | 2002 / 2022 | Studio | 17.3% | 65,000 | $6,700,000 | $9,200,000 | $141.54 |
| 4 | Blackhall Studios<br>1415 Constitution Road SE<br>Atlanta, GA 30315 | Sale | Apr-21 | Mixed Fee/Lease Hold | 1987 / 2017 | Studio | 37.1% | 848,239 | $120,000,100 | $120,000,100 | $141.47 |
| 5 | Charter School Campus<br>4018 South Presa Street<br>San Antonio, TX 78223 | Sale | Mar-21 | Fee Simple/Freehold | 1921 / 2017 | School | 22.0% | 68,098 | $5,750,000 | $5,750,000 | $84.44 |
| 6 | Aztec Warrior Studios<br>1550 Agape Way<br>Decatur, GA 30035 | Sale | Jul-19 | Fee Simple/Freehold | 1993 | Studio | 5.5% | 18,458 | $1,562,500 | $1,562,500 | $84.65 |
| Subj. Pro Forma | Santa Fe College of Arts (portion of)<br>1600 St Michaels Dr<br>Santa Fe, NM 87505 | Under Contract | May-23 | --- | 1968 | Single Tenant | 8.2% | 98,677 | | | |

[1] Adjusted sale price for cash equivalency, lease-up and/or deferred maintenance (where applicable)
Compiled by CBRE



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The sales utilized represent the best data available for comparison with the subject. They were selected from our research of comparable improved sales on a national basis as there is only one known sale similar to the subject from the Santa Fe area. These sales were chosen based upon mixed use campuses, including film production facilities, as well as educational facilities similar to the subject's original and most recent configuration.

We do not consider it appropriate to value the individual components of the subject property from local sales, and combine the sales comparisons individually to produce an overall value. Refer to USPAP Standard 1-4 (e), which states:

> When analyzing the assemblage of the various estates or component parts of a property, an appraiser must analyze the effect on value, if any, of the assemblage. An appraiser must refrain from valuing the whole solely by adding together the individual values of the various estates or component parts.[9]

### Location Adjustments

The following supplemental data was collected in order to provide support for our location adjustments:

**IMPROVED SALES LOCATION ADJUSTMENT ANALYSIS**

| Comparable Number | Subject | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|---|
| Address | 1600 St Michaels Dr | 577, 585, 667 Fairburn Road NW | 244 Southern Avenue | 1600 1/2 St. Michaels Drive | 1415 Constitution Road SE | 4018 South Presa Street | 1550 Agape Way |
| Radius for Demographic Analysis | 3 Mile Radius | 3 Mile Radius | 3 Mile Radius | 3 Mile Radius | 3 Mile Radius | 3 Mile Radius | 3 Mile Radius |
| 2023 Households | 28,855 | 23,156 | 64,911 | 28,117 | 20,451 | 47,214 | 35,500 |
| 2023 Average Household Income | $95,392 | $73,839 | $82,298 | $92,741 | $91,549 | $59,683 | $78,980 |
| *AHI Relative to Subject* | --- | -22.6% | -13.7% | -2.8% | -4.0% | -37.4% | -17.2% |
| 2023 Median Value of Owner Occupied Housing Units | $363,095 | $227,397 | $245,374 | $351,587 | $269,151 | $133,254 | $234,730 |
| 2023 % Renter Occupied Housing Units | 35.9% | 47.2% | 55.7% | 35.9% | 36.4% | 42.2% | 38.3% |
| 2023 % College/Graduate Degree Age 25+ | 46.8% | 32.5% | 45.6% | 43.9% | 34.0% | 13.6% | 31.2% |
| 2023 Median Age | 46.6 | 36.2 | 32.8 | 45.2 | 35.7 | 35.5 | 38.3 |
| **Indicated Qualitative Adjustment** | --- | **Inferior** | **Inferior** | **Similar** | **Superior** | **Inferior** | **Inferior** |
| *Concluded Quantitative Adjustment* | --- | *5%* | *10%* | *0%* | *-10%* | *10%* | *5%* |

Compiled by CBRE

Of note, the adjustment for Sale 4 is not based on its surrounding demographics, but its ideal location in relation to surrounding film and television studios and its linkages. The indicated adjustments are applied in the following discussions.

## DISCUSSION/ANALYSIS OF IMPROVED SALES

### Improved Sale One

This comparable represents the sale of the former Carrie Steele Pitts Home campus located at 667 Fairburn Road NW in Atlanta, Georgia. The improvements include a total of 84,684 square feet in 8 buildings situated on a 15.76-gross acre campus. Due to a creek on the property, 14.2 acres are considered usable. The facility includes classrooms, gymnasium, commercial kitchen, cafeteria, offices, indoor pool, athletic field, playground, and 111 parking spaces. The property was listed for $5,000,000 and the broker reported multiple bids which drove up the price. The

[9] The Appraisal Foundation, *USPAP, 2024 Edition (Effective January 1, 2024)*



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property was purchased by a non-profit, Partnership for Southern Equity, Inc. for $5,200,000 or $61.40 per square foot in August 2023. The buyer will owner occupy three of the buildings representing 54,816 square feet. A school (Imhotep Academy), which had been leasing space at the property prior to the sale, will continue to lease/operate in four buildings representing 28,794 square feet. The buyer plans to renew the school tenant lease, which is on a month to month basis.

The upward adjustment for location reflects this comparable's inferior feature with respect to inferior demographics which garner lower rental rates. In terms of age/condition, this comparable was judged inferior due to older construction and more long-lived physical deterioration and received an upward adjustment for this characteristic. The adjustment for site coverage was warranted due to less land available for expansion, circulation, parking, or external storage. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

### Improved Sale Two

This comparable represents a 88,673 square foot school facility located in Cincinnati, Ohio. The property was originally built in 1895 and in 2022 was operating as the Mount Auburn International Academy The 88,673 square foot building includes a mix of offices , class rooms, gymnasium, cafeteria, & additional storage/maintenance rooms. The property is currently under contract to be purchased. The property was purchased in June 2023 for $5,000,000 or $56.39 per square foot. The property was purchased for use as the Mount Auburn Preparatory Academy charter school.

The upward adjustment for location reflects this comparable's inferior feature with respect to inferior demographics which garner lower rental rates. In terms of age/condition, this comparable was judged inferior due to older construction and more long-lived physical deterioration and received an upward adjustment for this characteristic. The adjustment for site coverage was warranted due to less land available for expansion, circulation, parking, or external storage. Therefore, an upward adjustment was judged proper for this comparable. With respect to amenities, this comparable was considered inferior in this aspect and received an upward adjustment because of lack of studio, stage, or auditorium facilities. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

### Improved Sale Three

The former Shellaberger Tennis Center was constructed in 2002 tennis facility as a public tennis club on the College of Santa Fe campus. It has 65,000 square feet of gross building area, initially for indoor tennis use. It was marketed for mixed use, potentially residential or office, and sold in May, 2022, closing in October after the initial offer fell through. The closing price was $6,700,000. The buyer considered multiple reconfigurations, and ultimately repurposed the



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facility as a film soundstage/professional office. According to the new owners the facility required $1,500,000 for the soundstages to be retrofitted and soundproofed, as well as an additional $1,000,000 is needed for electrical upgrades. It has a low land-to-building ratio of 17%, indicating some potential surplus land available for expansion or exterior storage.

In terms of age/condition, this comparable was judged superior due to newer construction and received a downward adjustment for this characteristic. The adjustment for site coverage was warranted due to less land available for expansion, circulation, parking, or external storage. Therefore, an upward adjustment was judged proper for this comparable. With respect to amenities, this comparable was considered superior in this aspect and received a downward adjustment because of superior potential for film production. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

### Improved Sale Four

This comparable represents the sale of Blackhall Studios, a movie and film production studio located on two adjacent campuses in southeast Atlanta. The Main Campus is an approximate 411,532-square-foot, state-of-the-art movie and film production studio with nine sound stages and a centralized office, warehouse, and millwork facility, as well as individual office bungalows. These buildings were built in 2017-2018 and are located at 1415 Constitution Road SE. The East Campus, including The Grove, is an approximate 436,707-square-foot, movie and film production studio divided into multiple sound stages, office, and millwork uses. The buildings were constructed in 1987, and renovated, opening in 2017 and 2018. This property is located at 3475, 3495, and 3342 International Park Drive SE. Blackhall has been home to productions for Disney, Warner Brothers, and Universal Studios, as well as Netflix. . Blackhall Studios was sold to Los Angeles based private equity firm Commonwealth Group for a reported price of $120 million. The transaction was structured as an "Asset Purchase Agreement" and included both real property and assignment of leases for buildings and property comprising the East Campus (including The Grove), as well as furnishings and equipment, and assumption of certain liabilities. A detailed allocation was not available, though the recorded price for the fee simple interest transferred was $100 million. The pro forma shown is the seller's operating budget for 2021. It is generally supported by actual 2019 operations, allowing for additional operations. In 2020, revenue was significantly negatively impacted by the COVID-19 pandemic. However, commitments for 2021 had the studio operating at near-full capacity.

The downward adjustment for superior property rights conveyed is attributable to existing leases in place. The downward adjustment for location reflects this comparable's superior feature with respect to superior demographics which garner higher rental rates. Upon comparison with the subject, this comparable was considered inferior in terms of size and received an upward adjustment for this characteristic due to having significantly more square footage than the subject property. In terms of age/condition, this comparable was judged superior due to newer



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construction and received a downward adjustment for this characteristic. The adjustment for site coverage was warranted due to less land available for expansion, circulation, parking, or external storage. Therefore, an upward adjustment was judged proper for this comparable. With respect to amenities, this comparable was considered superior in this aspect and received a downward adjustment because of multiple studios for film production. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

### Improved Sale Five

This comparable represents the sale of a 68,098-square foot charter school located at 4018 South Presa Street in San Antonio, Texas. The improvements were originally constructed in 1921, renovated in 2013 and 2017, and are situated on a 7.10-acre site. Amenities include a full kitchen/cafeteria, basketball pavilion and athletic field. The property is presently owner-occupied by New Frontiers Public Schools and operated as the Frank L. Madla Accredited Collegiate Academy. It sold in March 2021 for $5,750,000, or $84.44 per square-foot.

The upward adjustment for location reflects this comparable's inferior feature with respect to inferior demographics which garner lower rental rates. The adjustment for site coverage was warranted due to less land available for expansion, circulation, parking, or external storage. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

### Improved Sale Six

This 18,458 square foot building is located at 1550 Agape Way in Decatur, GA. The improvements were constructed in 1993 and are situated on a 7.70 acre site. The improvements are tilt-up concreate exterior with a brick façade along the front of the building. The property was sold from Trinity Christian Center of Santa Ana who had their broadcasting network at this location, to ADA 108 LLC. The buyer purchased the property as a film production studio. The property is now known as the Aztec Warrior Studios. The property sold for $1,562,500 or $84.65 in July 2019.

The upward adjustment for location reflects this comparable's inferior feature with respect to inferior demographics which garner lower rental rates. Upon comparison with the subject, this comparable was considered superior in terms of size and received a downward adjustment for this characteristic due to having significantly fewer square feet than the subject property. With respect to amenities, this comparable was considered inferior in this aspect and received an upward adjustment because of inferior studio capacity. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.



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## SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

**STUDIO AND SCHOOL CAMPUS SALES ADJUSTMENT GRID**

| Comparable Number | 1 | 2 | 3 | 4 | 5 | 6 | Subj. Pro Forma |
|---|---|---|---|---|---|---|---|
| Transaction Type | Sale | Sale | Sale | Sale | Sale | Sale | --- |
| Transaction Date | Aug-23 | Jun-23 | Oct-22 | Apr-21 | Mar-21 | Jul-19 | --- |
| Interest Transferred | Leased Fee | Fee | Fee | Mixed | Fee | Fee | --- |
| Year Built/Renovated | 1965 | 1895 | 2002 / 2022 | 1987 / 2017 | 1921 / 2017 | 1993 | 1968 |
| Property Subtype | School | School | Studio | Studio | School | Studio | Single Tenant |
| GBA (SF) | 84,684 | 88,673 | 65,000 | 848,239 | 68,098 | 18,458 | 98,677 |
| Site Coverage | 13.7% | 88.5% | 17.3% | 37.1% | 22.0% | 5.5% | 8.2% |
| GLA (SF) | 84,684 | 88,673 | 65,000 | 848,239 | 68,098 | 18,458 | 98,677 |
| Actual Sale Price | $5,200,000 | $5,000,000 | $6,700,000 | $120,000,100 | $5,750,000 | $1,562,500 | --- |
| Adjusted Sale Price [1] | $5,200,000 | $5,000,000 | $9,200,000 | $120,000,100 | $5,750,000 | $1,562,500 | --- |
| Adj. Price Per SF | $61.40 | $56.39 | $141.54 | $141.47 | $84.44 | $84.65 | |
| Property Rights Conveyed | 0% | 0% | 0% | -20% | 0% | 0% | |
| Financing Terms [1] | 0% | 0% | 0% | 0% | 0% | 0% | |
| Conditions of Sale | 0% | 0% | 0% | 0% | 0% | 0% | |
| Market Conditions (Time) | 0% | 0% | 0% | 0% | 0% | 0% | |
| Subtotal - Price Per SF | $61.40 | $56.39 | $141.54 | $113.18 | $84.44 | $84.65 | |
| Location | 5% | 10% | 0% | -10% | 10% | 5% | |
| Size | 0% | 0% | 0% | 10% | 0% | -10% | |
| Age/Condition | 25% | 25% | -20% | -10% | 0% | 0% | |
| Quality of Construction | 0% | 0% | 0% | 0% | 0% | 0% | |
| Parking | 0% | 0% | 0% | 0% | 0% | 0% | |
| Site Coverage | 10% | 20% | 15% | 25% | 25% | 0% | |
| Amenities | 10% | 10% | -10% | -10% | 10% | 10% | |
| Other | 0% | 0% | 0% | 0% | 0% | 0% | |
| Total Other Adjustments | 50% | 65% | -15% | 5% | 45% | 5% | |
| **Indicated Value Per SF** | **$92.10** | **$93.04** | **$120.31** | **$118.83** | **$122.44** | **$88.88** | |
| *Absolute Adjustment* | *50%* | *65%* | *45%* | *85%* | *45%* | *25%* | |

[1] Adjusted for cash equivalency, lease-up and/or deferred maintenance (where applicable)
Compiled by CBRE

## SALE PRICE PER SQUARE FOOT CONCLUSION

Overall, Comparables 3, 5 and 6 were given greater consideration because they required least overall adjustment. Comparable 3 is given greatest weight as it is adjacent to the subject property, a portion of the same campus, and is the only known recent sale of a film studio property from New Mexico. The following chart presents the valuation conclusion:

**SALES COMPARISON APPROACH**

| NRA (SF) | X | Value Per SF | = | Value |
|---|---|---|---|---|
| 98,677 | X | $88.88 | = | $8,770,658 |
| 98,677 | X | $120.31 | = | $11,871,602 |

| **VALUE CONCLUSION** | |
|---|---|
| As Complete Market Value | $11,500,000 |
| Deferred Maintenance | (6,314,633) |
| As Is Market Value | $5,185,368 |
| **Rounded** | **$5,200,000** |
| **Value Per SF** | **$52.70** |

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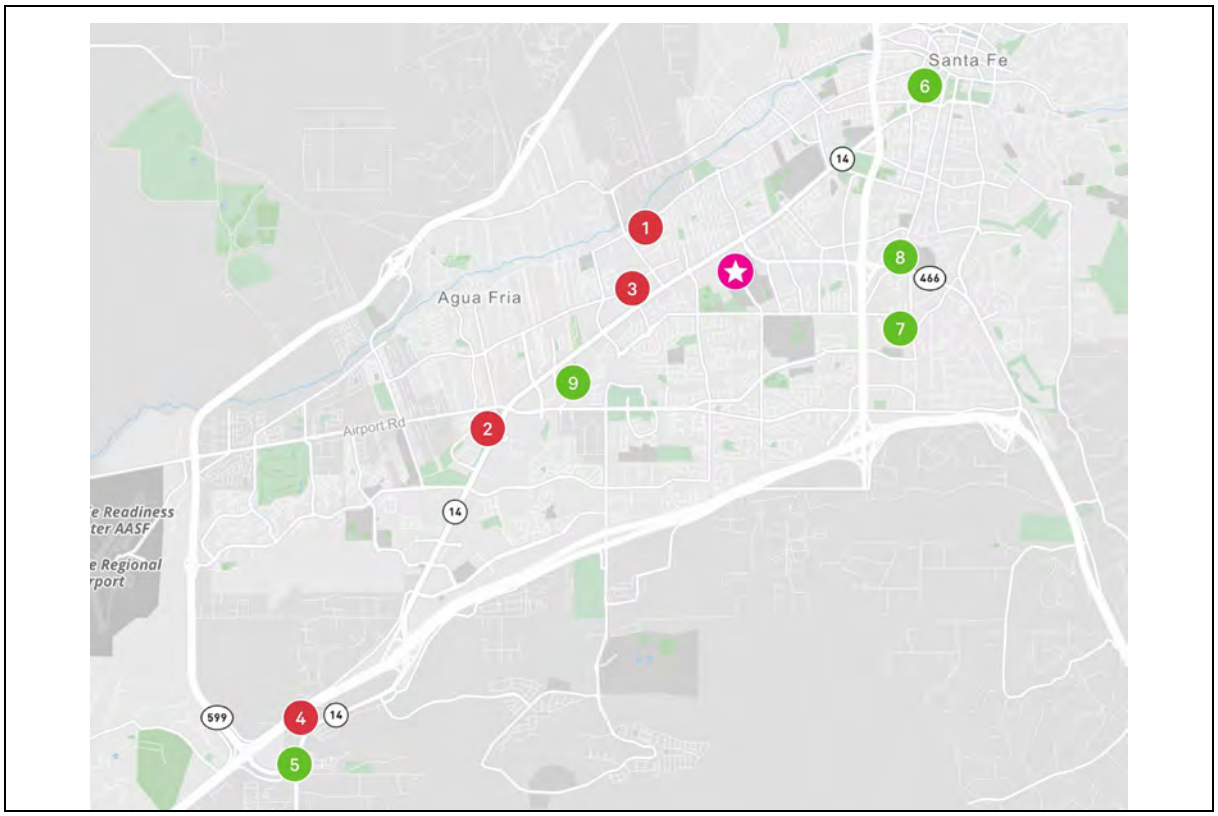
# Income Capitalization Approach

The following map and table summarize the primary comparable data used in the valuation of the subject. A detailed description of each transaction is included in the addenda.




**SUMMARY OF COMPARABLE INDUSTRIAL RENTALS**

| No. | Property Name and Location | YOC / Reno'd | Property Subtype | Occ. | Distance from Subj | NRA (SF) | Tenant Name | Lease Area (SF) | Lease Date | Lease Term | Base Rent | Reimbursements |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1000 Siler Park Ln<br>1000 Siler Park Ln<br>Santa Fe, NM 87507 | 1980 | WH / Distribution / Logistics | 100% | 1.0 Miles | 53,668 | Hajoca | 53,688 | Nov-22 | 6.0 Yrs. | $6.13 PSF | NNN |
| 2 | 2516 Camino Entrada<br>Santa Fe, NM 87507 | 2002 | WH / Distribution / Logistics | 100% | 2.8 Miles | 13,220 | Amazon | 13,200 | Apr-21 | 5.0 Yrs. | $12.00 PSF | NNN |
| 3 | Second Street Brewery<br>2920 Rufina Street<br>Santa Fe, NM 87507 | 1971 | WH / Distribution / Logistics | 100% | 1.0 Miles | 20,000 | Second Street Brewery | 20,000 | Jun-21 | 5.0 Yrs. | $6.75 PSF | NNN |
| 4 | 4525 Hwy 14 Rd - Building 2<br>Santa Fe, NM 87507 | | WH / Distribution / Logistics | 100% | 6.0 Miles | 10,000 | Bimbo Bakeries | 10,000 | Nov-18 | 5.0 Yrs. | $10.00 PSF | Modified Gross |
| Subj. | Santa Fe College of Arts (portion of)<br>1600 St Michaels Dr | 1968 | Office | 0% | --- | 98,677 | | | | | --- | --- |

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**SUMMARY OF COMPARABLE OFFICE RENTALS**

| Comp. No. | Property Name and Location | YOC / Reno'd | Property Subtype | Distance from Subj | NRA (SF) | Tenant Name | Lease Area (SF) | Lease Date | Lease Term | Base Rent | Reimbursements | Escalations |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5 | US Forest Services Office building<br>11 Forest Lane<br>Santa Fe, NM 87508 | 2009 | Single Tenant | 6.4 Miles | 23,000 | USDA Forest Service | 23,000 | Sep-19 | 5.0 Yrs. | $22.33 PSF | Full Service | |
| 6 | University Plaza<br>330 Garfield Street<br>Santa Fe, NM 87501 | 1881 /<br>2018 | Multi Tenant | 2.6 Miles | 20,595 | Fidelity Title<br>Hunter Custom Homes | 3,104<br>2,078 | Aug-23<br>May-23 | 3.0 Yrs.<br>3.0 Yrs. | $23.70 PSF<br>$28.00 PSF | Gross<br>Gross | Flat<br>Flat |
| 7 | Butolph Office Park<br>400 Kiva Court NE<br>Santa Fe, NM 87505 | 2013 | Office Park | 1.7 Miles | 10,799 | Gallagher Insurance<br>Sun Mountain Wellness | 1,325<br>1,800 | Mar-23<br>Dec-22 | 3.0 Yrs.<br>3.0 Yrs. | $18.11 PSF<br>$24.00 PSF | Modified Gross<br>Modified Gross | 3% annual<br>3% annual increases |
| 8 | Galisteo Professional Office Park Condos<br>531 Harkle<br>Unit A | 1988 | Office Condominium | 1.6 Miles | 2,469 | Family Medicine | 2,469 | Oct-23 | 3.0 Yrs. | $19.00 PSF | Modified Gross | 3% annually |
| 9 | The Lofts<br>3600 Cerrillos Road, Building 700<br>Santa Fe, NM 87507 | 2002 | Other | 1.9 Miles | 24,273 | Functional Medicine<br>Sungreen Cleaner (Noel Lopez) | 1,195<br>1,100 | Sep-22<br>Feb-22 | 1.9 Yrs.<br>0.9 Yrs. | $19.83 PSF<br>$18.00 PSF | Modified Gross<br>Modified Gross | |
| Subj. | Santa Fe College of Arts (portion of)<br>1600 St Michaels Dr<br>Santa Fe, NM 87505 | 1968 | | | 98,677 | | | | | --- | | |

Compiled by CBRE

The rentals utilized represent the best data available for comparison with the subject. They were selected from our research within the greater Santa Fe area, recent leases of industrial and office spaces comparable to the subject. The following table shows a summary of the space allocation for the subject.

**MARKET RENT CATEGORIES**

| Space Allocation | Size |
|---|---|
| Industrial Space | 11,200 |
| Office Space | 87,477 |

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## NATIONAL STUDIO SPACE RENT COMPARABLES

CBRE has compiled national rentals for film and television studios showing the space can rent from $25 to $115 per square foot. The wide range in rent for the comparables is mostly attributable to the composition of stage vs office/support space for each comparable. Rents tend to trend at the top range of office rents for the locality. The subject has good linkages, and is operated by a reputable company within the competitive market. However, its studio space is limited, and the size of sound stages available are smaller than typically desired for larger production studio operators. In conclusion, we estimate a stage rent for the subject consistent with the rate indicated by the comparable office spaces.

## DISCUSSION/ANALYSIS OF RENT COMPARABLES

### Rent Comparable One

This is a 53,668-square foot industrial (warehouse/distribution) facility located at 1000 Siler Park Ln in Santa Fe, New Mexico. The improvements were constructed in 1980 and are. situated on a 4.65-acre site. The clear height of the improvements is 20' and the office finish approximates 33.5%. The property has been leased by HAJOCA, which has been in this location since 1989,



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most recently extended in November, 2022, for a six year term, with a rent currently at $6.13 per square foot, or $328,755 annually.

### Rent Comparable Two

This building is on Camino Entrada, just off of Cerrillos Road. It was formerly occupied by United Rentals, as well as Santa Fe Autoworks. It was placed on the market for $12.00 psf NNN in late 2021, and leased in April, 2022. The tenant was not disclosed, nor the lease amount, but market participants believe it is Amazon, being used as a last mile warehouse, and the lease signing was at or near list.

### Rent Comparable Three

This comparable represents the renewal lease of a warehouse in the Siler Road industrial area of Santa Fe, NM, which was converted into a brewery and tap room for Second Street Brewery. This property is located just around the corner from the Meow Wolf art complex, a popular tourist attraction. This property had previously been utilized as a mattress warehouse and had minimal office buildout or yard area. This property was purchased by a local broker/investor in February 2015 for $1,000,000 who immediately started marketing it for lease. Second Street Brewery signed a 5-year NNN lease in approximately June 2016 at $120,000 per year, or $6.00 per square foot. This lease did not include any TI allowance and the brewery spent an estimated $1,000,000 on renovations to transform the property into a brewery and tap room. Approximately half of this was for real estate to include an HVAC system, new restrooms, upgraded electrical system, new trench drains, landscaping, and exterior improvements. The remainder represented equipment costs for a 20-barrel brewing system. The lease includes three 5-year renewal options with CPI escalations every three years throughout the initial and renewal terms.

### Rent Comparable Four

This rental survey represents the direct lease for 4525 Hwy 14 Rd, Building 2 in Santa Fe County, Santa Fe New Mexico. This is an industrial property type with a single tenancy with a rentable area of 10,000 SF on 0.46 acres of land. This property was on the market for 5 months and was occupied in November of 2018. The reimbursements are on a modified gross basis and the lease is reported to be a 5 year term, occupied by Bimbo Bakeries.

### Rent Comparable Five

This is a 23,000-square foot, one-story, suburban office building located at 11 Forest Lane in Santa Fe, New Mexico. The improvements were constructed in 2009 and are situated on a 5.00-acre site. Currently, the property is 100.0% occupied by the United States Department of Agriculture, Forest Service Division. An original 10-year, firm lease term commenced September 17, 2009. Base rent during the original term was flat at $676,890 per year, or approximately $29.43 per square foot, inclusive of amortized tenant improvements, with CPI adjustments to operating expenses of $4.13 per square foot. The lease included two, five-year options to renew



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at $520,950 per year, or approximately $22.65 per square foot, prior to CPI adjustments for operating expenses. The GSA tenant, in a letter dated March 12, 2019, indicated its intention of exercising the first, five-year renewal option. Based on executed Lease Amendment No. PLA047, signed December 16, 2019, the total annual rent for the first option period has been negotiated to $513,570.34 annually, equivalent to $22.33 per square foot, including a base rent of $18.52 per square foot, and CPI adjusted operating expenses of $3.81 per square foot.

### Rent Comparable Six

This comparable represents a 20,595-square-foot, Class C multi-tenant office property at 330 Garfield Street, Santa Fe, NM. The 4-story improvements were originally constructed in 1881 and were considered in average condition at the time of our research. The property is currently 94% leased. The most recent leases signed in 2023 are gross leases at $23.70 and $28.00 per square foot, both 36 month leases to new tenants.

### Rent Comparable Seven

This comparable represents a 10,799-square-foot, Class  office park office property at 400 Kiva Court NE, Santa Fe, NM. The improvements were originally constructed in 2013 and were considered in  condition at the time of our research. The property is currently 100% leased. Tenants pays flat rate plus utilities. The most recent leases in the complex range from $18.11 to $24.00 per square foot for new tenants.

### Rent Comparable Eight

This comparable represents a 2,469-square-foot, Class B office condominium office property at 531 Harkle, Santa Fe, NM. The 1-story improvements were originally constructed in 1988 and were considered in  condition at the time of our research. This is a single-tenant unit, leased to Family Medicine starting in October 2023, at $19.00 per square foot on a modified gross basis.

### Rent Comparable Nine

This comparable represents a 24,273-square-foot, Class C+ other office property at 3600 Cerrillos Road, Building 700, Santa Fe, NM. The 3-story improvements were originally constructed in 2002 and were considered in average condition at the time of our research. This is a mixed-use development, consisting of 22 office suites and 18 residential units. The offices are typically small executive units from 150-300 square feet, with one larger tenant occupying 2,290 square feet. The apartments range from 440 square foot efficiency units to 1,400 square foot lofts, averaging 1,000 square feet, typically one-bedroom, all one-bath. Occupancy has ranged from 90% to 97% over the last two years, averaging roughly 90%. Most office spaces are leased from 12 to 36 months, while the residential units are commonly on 6 to 12 month leases. Roughly 50% of the tenants have been in place for 3 or more years. The improvements are in generally good condition, with no deferred maintenance.



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## MARKET RENT ANALYSIS

Local industrial space is typically rented on a NNN basis, with comparables ranging from $6.13 to $12.00 per square foot. The range in recent office leases is from $18.00 to $28.00 per square foot, typically on a gross or modified gross basis. The subject compares with the upper portion of the industrial range due to its locational and physical characteristics. The office space is most comparable to the lower portion of the indicated range in the market, primarily attributable to age and condition, as well as the classroom configuration.

## MARKET RENT CONCLUSIONS

The following chart shows the market rent conclusions for the subject:

**MARKET RENT CONCLUSIONS**

| Category | Industrial Space | Office Space |
|---|---|---|
| Net Rentable Area (SF) | 11,200 | 87,477 |
| Percent of Total SF | 11.4% | 88.6% |
| Market Rent ($/SF/Yr.) | $12.00 | $19.00 |
| Weighted Average In-place Rent | $0.00 | $0.00 |
| Concessions (New Tenants) | 2 Months | 2 Months |
| Concessions (Renewals) | 0 Months | 0 Months |
| Reimbursements | NNN | Gross |
| Escalations | 2% | 2% |
| Tenant Improvements (New Tenants) | $2.00 | $40.00 |
| Tenant Improvements (Renewals) | $0.00 | $10.00 |
| Average Lease Term | 60 Months | 60 Months |
| Leasing Commissions (New Tenants) | 6.00% | 6.00% |
| Leasing Commissions (Renewals) | 3.00% | 3.00% |

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## RENT ROLL ANALYSIS

The subject's rent roll is illustrated as follows:

**RENT ROLL ANALYSIS FOR SANTA FE COLLEGE OF ARTS (PORTION OF)**

| Suite No. | Tenant | Tenant Type | Lease Start | Lease Expiration | Term (Mos.) | Size (NRA) SF | % Total | Market Rent $/SF/Yr. | Market Rent $/Yr. | Market Expense Basis | Vacant at Market $/SF/Yr. | Vacant at Market $/Yr. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Owner-Occupied | Office Space | --- | --- | --- | 87,477 | 88.6% | $19.00 | $1,662,063 | Gross | --- | $1,662,063 |
| | Owner-Occupied | Industrial Space | --- | --- | --- | 11,200 | 11.4% | $12.00 | $134,400 | NNN | --- | $134,400 |
| Vacant Subtotals | | | | | | 98,677 | 100.0% | | $1,796,463 | | --- | $1,796,463 |
| Property Totals - Contract Rent | | | | | | 98,677 | 100.0% | | | | $18.21 | $1,796,463 |
| Property Totals - Market Rent | | | | | | 98,677 | 100.0% | $18.21 | $1,796,463 | | $18.21 | |

Compiled by CBRE

## OPERATING EXPENSE ANALYSIS

### Expense Comparables

The following chart summarizes expenses obtained from recognized industry publications and/or comparable properties. The subject expenses are concluded within the range indicated by the comparables, generally near the upper portion of the range.



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| EXPENSE COMPARABLES | | | | | |
|---|---|---|---|---|---|
| Comparable Number | 1 | 2 | 3 | 4 | Subject |
| Location | Central NM | Central NM | Northern NM | Northern NM | Santa Fe, NM |
| NRA (SF) | 145,763 | 113,698 | 105,722 | 31,880 | 98,677 |
| Year Built | 1972 | 1954 | 1985 | 2009 | 1968 |
| Type | Office Park | Multi Tenant | Multi Tenant | Multi Tenant | Single Tenant |
| Period | 2022 | 2022 | 2023 | 2022 | Pro Forma |
| ***Revenues*** | $/SF | $/SF | $/SF | $/SF | $/SF |
| Potential Rental Income | $22.85 | $13.66 | $20.00 | $19.87 | $18.21 |
| Vacancy & Credit Loss | $0.00 | $0.00 | $0.00 | $0.00 | ($2.73) |
| **Net Rental Income** | **$22.85** | **$13.66** | **$20.00** | **$19.87** | **$15.47** |
| Expense Reimbursements | $0.00 | $0.00 | $0.21 | $1.94 | $1.87 |
| Vacancy & Credit Loss | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Subtotal Effective Other Income** | **$0.00** | **$0.00** | **$0.21** | **$1.94** | **$1.87** |
| **Effective Gross Income** | **$22.85** | **$13.66** | **$20.89** | **$21.81** | **$17.35** |
| *Expenses* | | | | | |
| Real Estate Taxes | $1.58 | $0.71 | $0.58 | $1.63 | $1.60 |
| Property Insurance | $0.18 | $0.12 | $0.18 | $0.18 | $0.15 |
| Common Area Maintenance | $8.40 | $4.38 | $2.97 | $4.88 | $4.00 |
| Janitorial | $0.90 | $0.52 | $0.73 | $0.77 | $0.75 |
| Management Fee | $0.91 | $0.18 | $0.77 | $1.32 | $0.69 |
| **Total Operating Expenses** | **$11.98** | **$5.91** | **$5.23** | **$8.78** | **$7.20** |
| Operating Expenses Excluding Taxes | $10.40 | $5.20 | $4.65 | $7.15 | $5.59 |
| Operating Expense Ratio | 52.4% | 43.3% | 25.0% | 40.2% | 41.5% |
| Management Fee (% of EGI) | *4.0%* | *1.3%* | *3.7%* | *6.0%* | *4.0%* |

[2] The median total differs from the sum of the individual amounts.

Compiled by CBRE

## OPERATING EXPENSE CONCLUSION

The comparable data and projections for the subject are summarized as follows:

| TOTAL OPERATING EXPENSES | | |
|---|---|---|
| Year | Total | $/SF/Yr |
| Expense Comparable 1 | --- | $11.98 |
| Expense Comparable 2 | --- | $5.91 |
| Expense Comparable 3 | --- | $5.23 |
| Expense Comparable 4 | --- | $8.78 |
| **CBRE Estimate** | **$710,297** | **$7.20** |

Compiled by CBRE

We have concluded $9.51 per square foot for the subject's total operating expenses, which is within the range of the expense comparables.

## DIRECT CAPITALIZATION

Direct capitalization is a method used to convert a single year's estimated stabilized net operating income into a value indication. The following subsections represent different techniques for deriving an overall capitalization rate.



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## Comparable Sales

Only one income property was used in the sales comparison approach; the rest were owner-occupied. For this reason, additional sales of investment properties were selected from the market, from which applicable capitalization rates (OARs) could be confirmed.

**COMPARABLE CAPITALIZATION RATES**

| Sale | Sale Date | Sale Price $/SF | Occupancy | Buyer's Primary Analysis | Operating Expense Ratio | OAR |
|---|---|---|---|---|---|---|
| 4 | Apr-21 | $141.47 | 80% | Pro Forma (Stabilized) | 41.59 | 9.13% |
| **Indicated OAR:** | | | 85% | | | **9.13%-9.13%** |

Compiled by CBRE

**COMPARABLE CAPITALIZATION RATES**

| Secondary Sale | Sale Date | Sale Price $/SF | Occupancy | Buyer's Primary Analysis | Operating Expense Ratio | OAR |
|---|---|---|---|---|---|---|
| 7 | Dec-23 | $70.85 | 100% | Trailing Actuals | 38.55 | 8.13% |
| 8 | Nov-22 | $96.02 | 94% | Trailing Actuals | n/a | 9.27% |
| 9 | Sep-22 | $188.85 | 100% | Trailing Actuals | n/a | 7.99% |
| 10 | Jan-22 | $67.33 | 91% | Pro Forma (Stabilized) | 53.42 | 9.75% |
| 11 | Jan-22 | $230.13 | 100% | Trailing Actuals | n/a | 8.50% |
| 12 | Sep-21 | $72.73 | 83% | Trailing Actuals | 46.59 | 10.53% |
| 13 | Apr-21 | $117.05 | 79% | Pro Forma (Stabilized) | 37.08 | 9.52% |
| **Indicated OAR:** | | | 85% | | | **7.99%-10.53%** |

Compiled by CBRE

The overall capitalization rates for these sales were derived based upon the actual or pro-forma income characteristics of the property. Primary emphasis has been placed upon the more recent data, which is generally reflective of current market trends, interest rates, and buyer's expectations and motivation in the market. Each of these sales shows a similar tenancy structure with regard to stability and credit rating, whereby little if any adjustments are required when compared with the subject.

## Published Investor Surveys

The results of the most recent investor surveys are summarized in the following chart.



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| OVERALL CAPITALIZATION RATES | | |
|---|---|---|
| Investment Type | OAR Range | Average |
| *CBRE Suburban Office* | | |
| Class A | 6.84% - 7.72% | 7.00% |
| Class B | 8.07% - 8.61% | 8.21% |
| Class C | 9.39% - 10.03% | 9.62% |
| *RealtyRates.com* | | |
| Office | 5.11% - 12.93% | 9.53% |
| CBD Office | 6.02% - 12.93% | 9.76% |
| Suburban | 5.11% - 11.67% | 8.85% |
| *PwC Suburban Office* | | |
| National Data | 4.25% - 7.75% | 6.00% |
| **Indicated OAR:** | | **8.01 - 9.53%** |
| Compiled by CBRE | | |

## Market Participants

The results of recent interviews with knowledgeable real estate professionals are summarized in the following table.

| OVERALL CAPITALIZATION RATES | | | | |
|---|---|---|---|---|
| Respondent | Company | OAR | Income | Date of Survey |
| Confidential | CBRE | 8% - 9% | Pro Forma | Jan-24 |
| Confidential | Colliers | 9.0% | Pro Forma | Jan-24 |
| **Indicated OAR:** | | | | **8.0% - 9.0%** |
| Compiled by CBRE | | | | |

## Band of Investment

The band of investment technique has been utilized as a crosscheck to the foregoing techniques. The Mortgage Interest Rate and the Equity Dividend Rate (EDR) are based upon current market yields for similar investments. The analysis is shown in the following table.

| BAND OF INVESTMENT | | | | | |
|---|---|---|---|---|---|
| Mortgage Interest Rate | 6.75% | | | | |
| Mortgage Term (Amortization Period) | 25 Years | | | | |
| Mortgage Ratio (Loan-to-Value) | 70% | | | | |
| Mortgage Constant (monthly payments) | 0.08291 | | | | |
| Equity Dividend Rate (EDR) | 12.00% | | | | |
| Mortgage Requirement | 70% | x | 0.08291 | = | 0.05804 |
| Equity Requirement | 30% | x | 0.12000 | = | 0.03600 |
| | 100% | | | | 0.09404 |
| **Indicated OAR:** | | | | | **9.40%** |
| Compiled by CBRE | | | | | |



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## Capitalization Rate Conclusion

The following chart summarizes the OAR conclusions.

| OVERALL CAPITALIZATION RATE - CONCLUSION | |
|---|---|
| Source | Indicated OAR |
| Comparable Sales | 9.13%-9.13% |
| Comparable Sales (Secondary) | 7.99%-10.53% |
| Published Surveys | 8.01 - 9.53% |
| Market Participants | 8.0% - 9.0% |
| Band of Investment | 9.40% |
| **CBRE Estimate** | **9.00%** |
| Compiled by CBRE | |

We have also considered recent events and prevailing market conditions with respect to capitalization rates. This includes a combination of inflationary pressures, higher cost of capital (considering interest rates as well as risk spreads), and the recent geopolitical events. While the overall long-term outlook for commercial real estate remains positive, the full effect of these factors may not yet be reflected in transactional data. Overall, we view uncertainty and the higher cost of capital to have an upward influence on capitalization rates which is considered with respect to our conclusion herein.



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## Direct Capitalization Summary

A summary of the direct capitalization is illustrated in the following chart.

**DIRECT CAPITALIZATION SUMMARY**

| | | $/SF/Yr | Total |
|---|---|---|---|
| **Income** | | | |
| Potential Rental Income | | $18.21 | $1,796,463 |
| Vacancy & Credit Loss | 15.00% | (2.73) | (269,469) |
| **Net Rental Income** | | **$15.47** | **$1,526,994** |
| Expense Reimbursements | | 1.87 | 184,560 |
| Vacancy & Credit Loss | 0.00% | 0.00 | - |
| **Subtotal Effective Other Income** | | **$1.87** | **$184,560** |
| **Effective Gross Income** | | **$17.35** | **$1,711,553** |
| | | | |
| **Expenses** | | | |
| Real Estate Taxes | | $1.60 | $158,318 |
| Property Insurance | | 0.15 | 14,802 |
| Common Area Maintenance | | 4.00 | 394,708 |
| Janitorial | | 0.75 | 74,008 |
| Management Fee | 4.00% | 0.69 | 68,462 |
| **Total Operating Expenses** | | **$7.20** | **$710,297** |
| Operating Expenses Excluding Taxes | | $5.59 | $551,979 |
| **Operating Expense Ratio** | | | 41.50% |
| **Net Operating Income** | | **$10.15** | **$1,001,256** |
| **OAR** | | ÷ | **9.00%** |
| **As Stabilized Value** | **November 15, 2023** | | **$11,125,072** |
| **Rounded** | | | **$11,100,000** |
| Deferred Maintenance | | | (7,176,661) |
| **As Is Value** | **November 15, 2023** | | **$3,948,411** |
| **Rounded** | | | **$3,900,000** |
| **Value Per SF** | | | **$39.52** |

| **Matrix Analysis** | **Cap Rate** | **Value** |
|---|---|---|
| | 8.75% | $11,400,000 |
| | 9.00% | $11,100,000 |
| | 9.25% | $10,800,000 |

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# Reconciliation of Value

The value indications from the approaches to value are summarized as follows:

| SUMMARY OF VALUE CONCLUSIONS | | | | |
|---|---|---|---|---|
| Appraisal Premise | As of Date | Sales Comparison Approach | Income Approach | Reconciled Value |
| As Is | November 15, 2023 | $4,800,000 | $3,900,000 | $4,800,000 |
| Compiled by CBRE | | | | |

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on similar properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication, and has been given primary emphasis in the final value reconciliation.

The income capitalization approach is applicable to the subject since it is an income producing property leased in the open market. Market participants are primarily analyzing investment properties based on their income generating capability. Therefore, the income capitalization approach is considered a reasonable and substantiated value indicator, but it has been given secondary emphasis in the final value estimate as our analysis pertains to the Fee Simple interest in the property. Based on this analysis, the income approach does not indicate that the use as an income property is feasible.

Based on the foregoing, the market value of the subject has been concluded as follows:

| MARKET VALUE CONCLUSION | | | |
|---|---|---|---|
| Appraisal Premise | Interest Appraised | Date of Value | Value Conclusion |
| As Is | Fee Simple Estate | November 15, 2023 | $4,800,000 |
| Compiled by CBRE | | | |



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# Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
   (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
   (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
   (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
   (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
   (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
   (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
   (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
   (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently, nor super-efficiently.
   (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
   (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.



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(xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property, nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report and any conclusions stated therein. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or on behalf of the client, property owner or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report and any conclusions stated therein. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including, without limitation, any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. This Report has been prepared in good faith, based on CBRE's current anecdotal and evidence-based views of the commercial real estate market. Although CBRE believes its views reflect market conditions on the date of this Report, they are subject to significant uncertainties and contingencies, many of which are beyond CBRE's control. In addition, many of CBRE's views are opinion and/or projections based on CBRE's subjective analyses of current market circumstances. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections. Further, other firms may have different opinions, projections and analyses, and actual market conditions in the future may cause CBRE's current views to later change or be incorrect. CBRE has no obligation to update its views herein if its opinions, projections, analyses or market circumstances later change.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge including, but not limited to, environmental, social, and governance principles ("ESG"), beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.



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10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.


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# ADDENDA

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Addendum A

# IMPROVED SALE DATA SHEETS

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# Sale | Special - School | No. 1

| | |
|---|---|
| Property Name | Carrie Steele Pitts Home |
| Address | 577, 585, 667 Fairburn Road NW<br>Atlanta, GA 30331 |
| County | Fulton |
| Govt./Tax ID | Multiple |
| Net Rentable Area (NRA) | 84,684 sf |
| Condition | Average |
| Parking Type/ Ratio | Surface/ 1.31:1,000 sf |
| Floor Count | 1 |
| Total # of Units | 0 Units |
| Average Unit Size | N/A |
| Average Rent/Unit | N/A |
| Average Rent/SF | N/A |
| Year Built/Renovated | 1965/ N/A |
| Land Area Net | 14.200 ac/ 618,552 sf |
| Construction Class/ Type | B/ Average |
| Exterior Finish | Brick |
| General Amenities | N/A |



## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | PSA |
| Interest Transferred | Leased Fee | Transaction Date | 08/04/2023 |
| Condition of Sale | None | Recording Date | N/A |
| Remaining Lease Term | N/A | Avg. Credit Rating | N/A |
| Recorded Buyer | Partnership for Southern Equity, Inc. | Sale Price | $5,200,000 |
| Buyer Type | N/A | Financing | Cash to Seller |
| Recorded Seller | Carrie Steele-Pitts Home | Cash Equivalent | $5,200,000 |
| Marketing Time | 4 Month(s) | Capital Adjustment | $0 |
| Listing Broker | N/A | Adjusted Price | $5,200,000 |
| Doc # | 67064/644 | **Adjusted Price / sf** | **$61.40** |
| Buyer's Primary Analysis | N/A | Occupancy at Sale | N/A |
| Static Analysis Method | N/A | Underwritten Occupancy | Static Analysis-N/A |
| Source | Static Analysis-N/A | Potential Gross Income | Static Analysis-N/A |
| NOI / sf | Static Analysis-N/A | Vacancy/Collection Loss | Static Analysis-N/A |
| IRR | N/A | Effective Gross Income | Static Analysis-N/A |
| OER | Static Analysis-N/A | Expenses | Static Analysis-N/A |
| Expenses /sf | Static Analysis-N/A | Net Operating Income | Static Analysis-N/A |
| Cap Rate | Static Analysis-N/A | | |

## Comments

This comparable represents the sale of the former Carrie Steele Pitts Home campus located at 667 Fairburn Road NW in Atlanta, Georgia. The improvements include a total of 84,684 square feet in 8 buildings situated on a 15.76-gross acre campus. Due to a creek on the property, 14.2 acres are considered usable. The facility includes classrooms, gymnasium, commercial kitchen, cafeteria, offices, indoor pool, athletic field, playground, and 111 parking spaces. The property was listed for $5,000,000 and the broker reported multiple bids which drove up the price. The property was purchased by a non-profit, Partnership for Southern Equity, Inc. for $5,200,000 or $61.40 per square foot in August 2023. The buyer will owner occupy three of the buildings representing 54,816 square feet. A school (Imhotep Academy), which had been leasing space at the property prior to the sale, will continue to lease/operate in four buildings representing 28,794 square feet. The buyer plans to renew the school tenant lease, which is on a month to month basis.

# Sale | Special - School | No. 2

| | |
|---|---|
| Property Name | Former Mount Auburn International Academy |
| Address | 244 Southern Avenue<br>Cinncinati, OH 45219 |
| County | Hamilton |
| Govt./Tax ID | Multiple |
| Gross Building Area (GBA) | 88,673 sf |
| Condition | Average |
| Parking Type/ Ratio | Surface/ N/A |
| Floor Count | 4 |
| Total # of Units | 1 Unit |
| Average Unit Size | 88,673 sf |
| Average Rent/Unit | N/A |
| Average Rent/SF | N/A |
| Year Built/Renovated | 1895/ N/A |
| Land Area Net | 2.300 ac/ 100,188 sf |
| Construction Class/ Type | C/ Average |
| Exterior Finish | Brick |
| General Amenities | N/A |




## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | Costar, Deed |
| Interest Transferred | Fee Simple | Transaction Date | 06/30/2023 |
| Condition of Sale | Average | Recording Date | 07/11/2023 |
| Recorded Buyer | GSP Southern Ave LLC | Sale Price | $5,000,000 |
| Buyer Type | Corporation | Financing | Market Rate Financing |
| Recorded Seller | Cincinnati Property Management of Ohio LLC | Cash Equivalent | $5,000,000 |
| Marketing Time | N/A | Capital Adjustment | $0 |
| Listing Broker | N/A | Adjusted Price | $5,000,000 |
| Doc # | 2023-0047573 | **Adjusted Price / sf** | **$56.39** |
| Buyer's Primary Analysis | N/A | Occupancy at Sale | N/A |
| Static Analysis Method | N/A | Underwritten Occupancy | Static Analysis-N/A |
| Source | Static Analysis-N/A | Potential Gross Income | Static Analysis-N/A |
| NOI / sf | Static Analysis-N/A | Vacancy/Collection Loss | Static Analysis-N/A |
| IRR | N/A | Effective Gross Income | Static Analysis-N/A |
| OER | Static Analysis-N/A | Expenses | Static Analysis-N/A |
| Expenses /sf | Static Analysis-N/A | Net Operating Income | Static Analysis-N/A |
| Cap Rate | Static Analysis-N/A | | |

## Comments

This comparable represents a 88,673 square foot school facility located in Cincinnati, Ohio. The property was originally built in 1895 and in 2022 was operating as the Mount Auburn International Academy The 88,673 square foot building includes a mix of offices , class rooms, gymnasium, cafeteria, & additional storage/maintenance rooms. The property is currently under contract to be purchased. The property was purchased in June 2023 for $5,000,000 or $56.39 per square foot. The property was purchased for use as the Mount Auburn Preparatory Academy charter school.

# Sale | Special - Other | No. 3

| | |
|---|---|
| Property Name | Shellaberger Tennis Center / Studio |
| Address | 1600 1/2 St. Michaels Drive<br>Santa Fe, NM 87505 |
| County | Santa Fe |
| Govt./Tax ID | 910021309 |
| Gross Building Area (GBA) | 65,000 sf |
| Condition | Good |
| Parking Type/ Ratio | Open Asphalt/ N/A |
| Floor Count | 1 |
| Total # of Units | 0 Units |
| Average Unit Size | N/A |
| Average Rent/Unit | N/A |
| Average Rent/SF | N/A |
| Year Built/Renovated | 2002/ 2022 |
| Land Area Net | 8.612 ac/ 375,139 sf |
| Construction Class/ Type | S/ Average |
| Exterior Finish | Steel |
| General Amenities | N/A |



## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | Buyer, Broker, Appraiser |
| Interest Transferred | Fee Simple | Transaction Date | 10/31/2022 |
| Condition of Sale | None | Recording Date | 10/31/2022 |
| Recorded Buyer | Midtown SF Residential QOZB | Sale Price | $6,700,000 |
| Buyer Type | Developer | Financing | Market Rate Financing |
| Recorded Seller | Rose & Hitman | Cash Equivalent | $6,700,000 |
| Marketing Time | 11 Month(s) | Capital Adjustment | $2,500,000 |
| Listing Broker | Barker Realty / Dave Gurule | Adjusted Price | $9,200,000 |
| Doc # | 2000583 | **Adjusted Price / sf** | **$141.54** |
| Buyer's Primary Analysis | N/A | Occupancy at Sale | N/A |
| Static Analysis Method | N/A | Underwritten Occupancy | Static Analysis-N/A |
| Source | Static Analysis-N/A | Potential Gross Income | Static Analysis-N/A |
| NOI / sf | Static Analysis-N/A | Vacancy/Collection Loss | Static Analysis-N/A |
| IRR | N/A | Effective Gross Income | Static Analysis-N/A |
| OER | Static Analysis-N/A | Expenses | Static Analysis-N/A |
| Expenses /sf | Static Analysis-N/A | Net Operating Income | Static Analysis-N/A |
| Cap Rate | Static Analysis-N/A | | |

## Comments

The former Shellaberger Tennis Center was constructed in 2002 tennis facility as a public tennis club on the College of Santa Fe campus. It has 65,000 square feet of gross building area, initially for indoor tennis use. It was marketed for mixed use, potentially residential or office, and sold in May, 2022, closing in October after the initial offer fell through. The closing price was $6,700,000. The buyer considered multiple reconfigurations, and ultimately repurposed the facility as a film soundstage/professional office. According to the new owners the facility required $1,500,000 for the soundstages to be retrofitted and soundproofed, as well as an additional $1,000,000 is needed for electrical upgrades. It has a low land-to-building ratio of 17%, indicating some potential surplus land available for expansion or exterior storage.

# Sale | Industrial - WH / Distribution / Logistics | No. 4

| | |
|---|---|
| Property Name | Blackhall Studios |
| Address | 1415 Constitution Road SE<br>Atlanta, GA 30315 |
| County | DeKalb |
| Govt./Tax ID | Multiple |
| Gross Building Area (GBA) | 848,239 sf |
| Condition | N/A |
| Number of Buildings | 24 |
| Parking Type/Ratio | Surface/ 1.89:1,000 sf |
| Year Built/Renovated | 1987/ 2017 |
| Floor Count | 1 |
| Occupancy Type | Owner/User |
| Actual Land to Bldg Ratio | 2.70:1 |
| Land Area Net | 52.534 ac/ 2,288,383 sf |
| Shape | Irregular |
| Zoning | M (Manufacturing)/Soapstone Ridge Historic District |
| % Office | 2% |
| Clear Ceiling Height | 28 - 45 ft |
| Construction Class/Type | C/ Average |
| Exterior Finish | Tilt-up Concrete |
| Rail Access | N/A |
| Loading | N/A |
| Fire Protection | Wet system |




## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | PSA, Public Records, Seller Statement, Prior Appraisal |
| Interest Transferred | Mixed Fee/Lease Hold | Transaction Date | 04/19/2021 |
| Condition of Sale | Arm's Length | Recording Date | 04/21/2021 |
| Remaining Lease Term | N/A | Avg. Credit Rating | N/A |
| Recorded Buyer | BGP Atlanta I Propco, LLC | Sale Price | $120,000,100 |
| Buyer Type | Private Investor | Financing | Cash to Seller |
| Recorded Seller | Blackhall Real Estate, LLC | Cash Equivalent | $120,000,100 |
| Marketing Time | N/A | Capital Adjustment | $0 |
| Listing Broker | N/A | Adjusted Price | $120,000,100 |
| Doc # | 29294 / 343 | **Adjusted Price / sf** | **$141.47** |
| Buyer's Primary Analysis | N/A | Occupancy at Sale | 80% |
| Static Analysis Method | Pro Forma (Stabilized) | Underwritten Occupancy | N/A |
| Source | Seller | Potential Gross Income | N/A |
| NOI / sf | $12.92 | Vacancy/Collection Loss | N/A |
| IRR | N/A | Effective Gross Income | $18,755,000 |
| OER | 41.59% | Expenses | $7,799,902 |
| Expenses /sf | $9.20 | Net Operating Income | $10,955,098 |
| Cap Rate | 9.13% | | |

## Comments

This comparable represents the sale of Blackhall Studios, a movie and film production studio located on two adjacent campuses in southeast Atlanta. The Main Campus is an approximate 411,532-square-foot, state-of-the-art movie and film production studio with nine sound stages and a centralized office, warehouse, and millwork facility, as well as individual office bungalows. These buildings were built in 2017-2018 and are located at 1415 Constitution Road SE. The East Campus, including The Grove, is an approximate 436,707-square-foot, movie and film production studio divided into multiple sound stages, office, and millwork uses. The buildings were constructed in 1987, and renovated, opening in 2017 and 2018. This property is located at 3475, 3495, and 3342 International Park Drive SE. Blackhall has been home to productions for Disney, Warner Brothers, and Universal Studios, as well as Netflix.

Blackhall Studios was sold to Los Angeles based private equity firm Commonwealth Group for a reported price of $120 million. The transaction was structured as an "Asset Purchase Agreement" and included both real property and assignment of leases for buildings and property comprising the East Campus (including The Grove), as well as furnishings and equipment, and assumption of certain liabilities. A detailed allocation was not available, though the recorded price for the fee simple interest transferred was $100 million. The pro forma shown is the seller's operating budget for 2021. It is generally supported by actual 2019 operations, allowing for additional operations. In 2020, revenue was significantly negatively impacted by the COVID-19 pandemic. However, commitments for 2021 had the studio operating at near-full capacity.

# Sale | Special - School | No. 5

| | |
|---|---|
| Property Name | Charter School Campus |
| Address | 4018 South Presa Street<br>San Antonio, TX 78223 |
| County | Bexar |
| Govt./Tax ID | Multiple |
| Net Rentable Area (NRA) | 68,098 sf |
| Condition | Average |
| Parking Type/ Ratio | Open/ 0.98:1,000 sf |
| Floor Count | 3 |
| Total # of Units | 0 Units |
| Average Unit Size | N/A |
| Average Rent/Unit | N/A |
| Average Rent/SF | N/A |
| Year Built/Renovated | 1921/ 2017 |
| Land Area Net | 7.100 ac/ 309,276 sf |
| Construction Class/ Type | C/ Good |
| Exterior Finish | Masonry |
| General Amenities | N/A |




## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | Buyer |
| Interest Transferred | Fee Simple | Transaction Date | 03/18/2021 |
| Condition of Sale | Arms length | Recording Date | 03/19/2021 |
| Recorded Buyer | Royal School Systems | Sale Price | $5,750,000 |
| Buyer Type | End User | Financing | Market Rate Financing |
| Recorded Seller | New Frontiers Charter School, Inc. | Cash Equivalent | $5,750,000 |
| Marketing Time | 6 Month(s) | Capital Adjustment | $0 |
| Listing Broker | Oldham Goodwin Group, Inc. | Adjusted Price | $5,750,000 |
| Doc # | 71511 | **Adjusted Price / sf** | **$84.44** |
| Buyer's Primary Analysis | Owner/Occupier | | |
| Occupancy at Sale | 100% | | |

## Comments

This comparable represents the sale of a 68,098-square foot charter school located at 4018 South Presa Street in San Antonio, Texas. The improvements were originally constructed in 1921, renovated in 2013 and 2017, and are situated on a 7.10-acre site. Amenities include a full kitchen/cafeteria, basketball pavillion and athletic field. The property is presently owner-occupied by New Frontiers Public Schools and operated as the Frank L. Madla Accredited Collegiate Academy. It sold in March 2021 for $5,750,000, or $84.44 per square-foot.

| | |
|---|---|
| Property Name | Aztec Warrior Studios |
| Address | 1550 Agape Way<br>Decatur, GA 30035 |
| County | DeKalb |
| Govt./Tax ID | 15-196-03-023 |
| Gross Building Area (GBA) | 18,458 sf |
| Condition | Good |
| Number of Buildings | 1 |
| Parking Type/Ratio | Surface/ N/A |
| Year Built/Renovated | 1993/ N/A |
| Floor Count | 1 |
| Occupancy Type | Owner/User |
| Actual Land to Bldg Ratio | 18.17:1 |
| Land Area Net | 7.700 ac/ 335,412 sf |
| Shape | Irregular |
| Zoning | RM-HD |
| % Office | N/A |
| Clear Ceiling Height | ft |
| Construction Class/Type | C/ N/A |
| Exterior Finish | N/A |
| Rail Access | N/A |
| Loading | N/A |
| Fire Protection | N/A |



## Transaction Details

| | | | |
|---|---|---|---|
| Type | Sale | Primary Verification | Deed, PT61 |
| Interest Transferred | Fee Simple | Transaction Date | 07/24/2019 |
| Condition of Sale | Arm's length | Recording Date | N/A |
| Recorded Buyer | ADA 108 LLC | Sale Price | $1,562,500 |
| Buyer Type | End User | Financing | Not Available |
| Recorded Seller | Trinity Christian Center of Santa Ana Inc. | Cash Equivalent | $1,562,500 |
| Marketing Time | N/A | Capital Adjustment | $0 |
| Listing Broker | N/A | Adjusted Price | $1,562,500 |
| Doc # | 27688/780 | **Adjusted Price / sf** | **$84.65** |
| Buyer's Primary Analysis | Owner/Occupier | | |
| Occupancy at Sale | 0% | | |

## Comments

This 18,458 square foot building is located at 1550 Agape Way in Decatur, GA. The improvements were constructed in 1993 and are situated on a 7.70 acre site. The improvements are tilt-up concreate exterior with a brick façade along the front of the building. The property was sold from Trinity Christian Center of Santa Ana who had their broadcasting network at this location, to ADA 108 LLC. The buyer purchased the property as a film production studio. The property is now know as the Aztec Warrior Studios. The property sold for $1,562,500 or $84.65 in July 2019.

Addendum B

# RENT COMPARABLE DATA SHEETS

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# Rental Survey — Industrial - WH / Distribution / Logistics — No. 1

| | |
|---|---|
| Property Name | 1000 Siler Park Ln |
| Address | 1000 Siler Park Ln<br>Santa Fe, NM 87507 |
| County | Santa Fe |
| Govt./Tax ID | 016001223 |
| Gross Building Area (GBA) | 53,668 sf |
| Condition | Average |
| Number of Buildings | 1 |
| Parking Type/Ratio | Surface/ N/A |
| Year Built/Renovated | 1980/ N/A |
| Floor Count | 1 |
| Occupancy Type | Single Tenant |
| Actual Land to Bldg Ratio | 2.76:1 |
| Land Area Net | 3.400 ac/ 148,104 sf |
| Shape | Irregular |
| Zoning | I2- General Industrial |
| % Office | 30% |
| Clear Ceiling Height | 20 ft |
| Construction Class/Type | S/ Average |
| Exterior Finish | Aluminum |
| Rail Access | N/A |
| Loading | N/A |
| Fire Protection | N/A |



## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | N/A | Rent Changes/Steps | N/A |
| Occupancy | 100% | Free Rent | N/A |
| Tenant Size | N/A | TI Allowance | N/A |
| Lease Term | N/A | Reimbursement Amount | N/A |
| Survey Date | 05/2023 | Total Oper. & Fixed Exp. | N/A |
| Verification | N/A | Annual Base Rent | per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Hajoca | Industrial | 53,688 | 72 | Renewal | Nov 2022 | NNN | 3% / 5 Yr | N/A | N/A | $6.13 |

## Comments

This is a 53,668-square foot industrial (warehouse/distribution) facility located at 1000 Siler Park Ln in Santa Fe, New Mexico. The improvements were constructed in 1980 and are
situated on a 4.65-acre site. The clear height of the improvements is 20' and the office finish approximates 33.5%. The property has been leased by HAJOCA, which has been in this location since 1989, most recently extended in November, 2022, for a six year term, with a rent currently at $6.13 per square foot, or $328,755 annually.

# Rental Survey — Industrial - WH / Distribution / Logistics — No. 2

| | |
|---|---|
| Property Name | N/A |
| Address | 2516 Camino Entrada<br>Santa Fe, NM 87507 |
| County | Santa Fe |
| Govt./Tax ID | N/A |
| Gross Building Area (GBA) | 13,220 sf |
| Condition | Average |
| Number of Buildings | 1 |
| Parking Type/Ratio | N/A/ N/A |
| Year Built/Renovated | 2002/ N/A |
| Floor Count | 1 |
| Occupancy Type | Single Tenant |
| Actual Land to Bldg Ratio | 6.43:1 |
| Land Area Net | 1.950 ac/ 84,942 sf |
| Shape | Rectangular |
| Zoning | C-2 |
| % Office | 40% |
| Clear Ceiling Height | 15 ft |
| Construction Class/Type | S/ Average |
| Exterior Finish | Steel |
| Rail Access | N/A |
| Loading | N/A |
| Fire Protection | N/A |



## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | NNN | Rent Changes/Steps | N/A |
| Occupancy | 100% | Free Rent | N/A |
| Tenant Size | 13,220 sf | TI Allowance | N/A |
| Lease Term | 60 Mo(s). | Reimbursement Amount | N/A |
| Survey Date | 04/2023 | Total Oper. & Fixed Exp. | N/A |
| Verification | Phase One Realty | Annual Base Rent | $12.00 per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Amazon | Industrial | 13,200 | 60 | New | Apr 2021 | NNN | N/A | N/A | N/A | $12.00 |

## Comments

This building is on Camino Entrada, just off of Cerrillos Road. It was formerly occupied by United Rentals, as well as Santa Fe Autoworks. It was placed on the market for $12.00 psf NNN in late 2021, and leased in April, 2022. The tenant was not disclosed, nor the lease amount, but market participants believe it is Amazon, being used as a last mile warehouse, and the lease signing was at or near list.

# Rental Survey — Industrial - WH / Distribution / Logistics — No. 3

| | |
|---|---|
| Property Name | Second Street Brewery |
| Address | 2920 Rufina Street<br>Santa Fe, NM 87507 |
| County | Santa Fe |
| Govt./Tax ID | 1-051-097-131-095 |
| Gross Building Area (GBA) | 20,000 sf |
| Condition | Average |
| Number of Buildings | 1 |
| Parking Type/Ratio | Open Asphalt/ 0.40:1,000 sf |
| Year Built/Renovated | 1971/ N/A |
| Floor Count | 1 |
| Occupancy Type | Single Tenant |
| Actual Land to Bldg Ratio | 2.28:1 |
| Land Area Net | 1.048 ac/ 45,629 sf |
| Shape | Irregular |
| Zoning | I-2 |
| % Office | 8% |
| Clear Ceiling Height | 14 ft |
| Construction Class/Type | S/ N/A |
| Exterior Finish | Metal |
| Rail Access | No |
| Loading | 2 Dock high/1 grade level |
| Fire Protection | No |




## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | NNN | Rent Changes/Steps | CPI/3 Years |
| Occupancy | 100% | Free Rent | 0 Mo(s). |
| Tenant Size | 20,000 sf | TI Allowance | $0.00 per sf |
| Lease Term | 60 Mo(s). | Reimbursement Amount | N/A |
| Survey Date | 06/2021 | Total Oper. & Fixed Exp. | N/A |
| Verification | Paul Duran / 505-310-5566 | Annual Base Rent | $6.00 per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Second Street Brewery | Industrial | 20,000 | 60 | Renewal | Jun 2021 | NNN | CPI/3 Years | 0.00 | $0.00 | $6.75 |

## Comments

This comparable represents the renewal lease of a warehouse in the Siler Road industrial area of Santa Fe, NM, which was converted into a brewery and tap room for Second Street Brewery. This property is located just around the corner from the Meow Wolf art complex, a popular tourist attraction. This property had previously been utilized as a mattress warehouse and had minimal office buildout or yard area. This property was purchased by a local broker/investor in February 2015 for $1,000,000 who immediately started marketing it for lease. Second Street Brewery signed a 5-year NNN lease in approximately June 2016 at $120,000 per year, or $6.00 per square foot. This lease did not include any TI allowance and the brewery spent an estimated $1,000,000 on renovations to transform the property into a brewery and tap room. Approximately half of this was for real estate to include an HVAC system, new restrooms, upgraded electrical system, new trench drains, landscaping, and exterior improvements. The remainder represented equipment costs for a 20-barrel brewing system. The lease includes three 5-year renewal options with CPI escalations every three years throughout the initial and renewal terms.

# Rental Survey — Industrial - WH / Distribution / Logistics — No. 4

| | |
|---|---|
| Property Name | N/A |
| Address | 4525 Hwy 14 Rd - Building 2<br>Santa Fe, NM 87507 |
| County | Santa Fe |
| Govt./Tax ID | N/A |
| Net Rentable Area (NRA) | 10,000 sf |
| Condition | N/A |
| Number of Buildings | 1 |
| Parking Type/Ratio | Surface/ 2.40:1,000 sf |
| Year Built/Renovated | N/A/ N/A |
| Floor Count | 1 |
| Occupancy Type | N/A |
| Actual Land to Bldg Ratio | 2.00:1 |
| Land Area Net | 0.460 ac/ 20,038 sf |
| Shape | Rectangular |
| Zoning | N/A |
| % Office | N/A |
| Clear Ceiling Height | ft |
| Construction Class/Type | C/ N/A |
| Exterior Finish | N/A |
| Rail Access | N/A |
| Loading | N/A |
| Fire Protection | N/A |




## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | Modified Gross | Rent Changes/Steps | N/A |
| Occupancy | 100% | Free Rent | N/A |
| Tenant Size | 10,000 sf | TI Allowance | N/A |
| Lease Term | 60 Mo(s). | Reimbursement Amount | N/A |
| Survey Date | 11/2021 | Total Oper. & Fixed Exp. | N/A |
| Verification | N/A | Annual Base Rent | $10.00 per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Bimbo Bakeries | Industrial | 10,000 | 60 | New | Nov 2018 | Modified Gross | N/A | N/A | N/A | $10.00 |

## Comments

This rental survey represents the direct lease for 4525 Hwy 14 Rd, Building 2 in Santa Fe County, Santa Fe New Mexico. This is an industrial property type with a single tenancy with a rentable area of 10,000 SF on 0.46 acres of land. This property was on the market for 5 months and was occupied in November of 2018. The reimbursements are on a modified gross basis and the lease is reported to be a 5 year term, occupied by Bimbo Bakeries.

# Rental Survey — Office - Single Tenant — No. 5

| | |
|---|---|
| Property Name | US Forest Services Office building |
| Address | 11 Forest Lane<br>Santa Fe, NM 87508 |
| County | Santa Fe |
| Govt./Tax ID | 1047092527317 |
| Net Rentable Area (NRA) | 23,000 sf |
| Condition | Good |
| Number of Buildings | 1 |
| Parking Type/Ratio | Open Asphalt/ 6.30:1,000 sf |
| Year Built/Renovated | 2009/ N/A |
| Floor Count | 1 |
| Occupancy Type | Single Tenant |
| Land Area Net | 5.001 ac/ 217,844 sf |
| Actual FAR | 0.11 |
| Zoning | Planned Development District (PDD) |
| Construction Class/ Type | D/ Good |
| External Finish | Stucco |
| Amenities | N/A |



## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | Full Service | Rent Changes/Steps | N/A |
| Occupancy | 100% | Free Rent | N/A |
| Tenant Size | 23,000 sf | TI Allowance | N/A |
| Lease Term | 60 Mo(s). | Reimbursement Amount | N/A |
| Survey Date | 09/2020 | Total Oper. & Fixed Exp. | N/A |
| Verification | N/A | Annual Base Rent | $22.33 per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| USDA Forest Service | Office | 23,000 | 60 | Renewal | Sep 2019 | Full Service | N/A | N/A | N/A | $22.33 |

## Comments

This is a 23,000-square foot, one-story, suburban office building located at 11 Forest Lane in Santa Fe, New Mexico. The improvements were constructed in 2009 and are situated on a 5.00-acre site. Currently, the property is 100.0% occupied by the United States Department of Agriculture, Forest Service Division. An original 10-year, firm lease term commenced September 17, 2009. Base rent during the original term was flat at $676,890 per year, or approximately $29.43 per square foot, inclusive of amortized tenant improvements, with CPI adjustments to operating expenses of $4.13 per square foot. The lease included two, five-year options to renew at $520,950 per year, or approximately $22.65 per square foot, prior to CPI adjustments for operating expenses. The GSA tenant, in a letter dated March 12, 2019, indicated its intention of exercising the first, five-year renewal option. Based on executed Lease Amendment No. PLA047, signed December 16, 2019, the total annual rent for the first option period has been negotiated to $513,570.34 annually, equivalent to $22.33 per square foot, including a base rent of $18.52 per square foot, and CPI adjusted operating expenses of $3.81 per square foot.

# Rental Survey — Office - Multi Tenant — No. 6

| | |
|---|---|
| Property Name | University Plaza |
| Address | 330 Garfield Street<br>Santa Fe, NM 87501 |
| County | Santa Fe |
| Govt./Tax ID | N/A |
| Net Rentable Area (NRA) | 20,595 sf |
| Condition | Average |
| Number of Buildings | 1 |
| Parking Type/Ratio | On-Street/ N/A |
| Year Built/Renovated | 1881/ 2018 |
| Floor Count | 4 |
| Occupancy Type | Single Tenant |
| Land Area Net | 0.283 ac/ 12,310 sf |
| Actual FAR | 1.67 |
| Zoning | BCDSAN |
| Construction Class/ Type | C/ Average |
| External Finish | Stucco |
| Amenities | N/A |

## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | N/A | Rent Changes/Steps | N/A |
| Occupancy | N/A | Free Rent | N/A |
| Tenant Size | N/A | TI Allowance | N/A |
| Lease Term | N/A | Reimbursement Amount | N/A |
| Survey Date | 01/2024 | Total Oper. & Fixed Exp. | N/A |
| Verification | N/A | Annual Base Rent | per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Fidelity Title | Office | 3,104 | 36 | New | Aug 2023 | Gross | Flat | N/A | N/A | $23.70 |
| Hunter Custom Homes | Office | 2,078 | 36 | New | May 2023 | Gross | Flat | N/A | N/A | $28.00 |

## Comments

# Rental Survey — Office - Office Park — No. 7

| | |
|---|---|
| Property Name | Butolph Office Park |
| Address | 400 Kiva Court NE<br>Santa Fe, NM 87505 |
| County | Santa Fe |
| Govt./Tax ID | N/A |
| Net Rentable Area (NRA) | 10,799 sf |
| Condition | N/A |
| Number of Buildings | N/A |
| Parking Type/Ratio | N/A/ N/A |
| Year Built/Renovated | 2013/ N/A |
| Floor Count | N/A |
| Occupancy Type | N/A |
| Land Area Net | 1.580 ac/ 68,825 sf |
| Actual FAR | 0.16 |
| Zoning | N/A |
| Construction Class/ Type | N/A/ N/A |
| External Finish | N/A |
| Amenities | N/A |




## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | N/A | Rent Changes/Steps | N/A |
| Occupancy | 100% | Free Rent | N/A |
| Tenant Size | N/A | TI Allowance | N/A |
| Lease Term | N/A | Reimbursement Amount | N/A |
| Survey Date | 01/2024 | Total Oper. & Fixed Exp. | N/A |
| Verification | N/A | Annual Base Rent | per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Gallagher Insurance | Office | 1,325 | 36 | New | Mar 2023 | Modified Gross | 3% annual increase | N/A | N/A | $18.11 |
| Sun Mountain Wellness | Office | 1,800 | 36 | New | Dec 2022 | Modified Gross | 3% annual increases | N/A | N/A | $24.00 |
| Success Smile Orthodontics | Office | 1,950 | 36 | New | May 2022 | Modified Gross | N/A | N/A | N/A | $18.46 |

## Comments

Tenants pays flat rate plus utilities.

# Rental Survey — Office - Office Condominium — No. 8

| | |
|---|---|
| Property Name | Galisteo Professional Office Park Condos |
| Address | 531 Harkle<br>Unit A<br>Santa Fe, NM 87505 |
| County | Santa Fe |
| Govt./Tax ID | N/A |
| Net Rentable Area (NRA) | 2,469 sf |
| Condition | N/A |
| Number of Buildings | N/A |
| Parking Type/Ratio | N/A/ N/A |
| Year Built/Renovated | 1988/ N/A |
| Floor Count | 1 |
| Occupancy Type | N/A |
| Land Area Net | 0.060 ac/ 2,614 sf |
| Actual FAR | 0.94 |
| Zoning | H-Z |
| Construction Class/ Type | N/A/ N/A |
| External Finish | N/A |
| Amenities | N/A |



## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | N/A | Rent Changes/Steps | N/A |
| Occupancy | N/A | Free Rent | N/A |
| Tenant Size | N/A | TI Allowance | N/A |
| Lease Term | N/A | Reimbursement Amount | N/A |
| Survey Date | 01/2024 | Total Oper. & Fixed Exp. | N/A |
| Verification | N/A | Annual Base Rent | per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Family Medicine | Office | 2,469 | 36 | New | Oct 2023 | Modified Gross | 3% annually | N/A | N/A | $19.00 |

## Comments

# Rental Survey — Office - Other — No. 9

| | |
|---|---|
| Property Name | The Lofts |
| Address | 3600 Cerrillos Road, Building 700<br>Santa Fe, NM 87507 |
| County | Santa Fe |
| Govt./Tax ID | 1050096363137CS0000 |
| Net Rentable Area (NRA) | 24,273 sf |
| Condition | Average |
| Number of Buildings | 1 |
| Parking Type/Ratio | Open Asphalt/ 5.15:1,000 sf |
| Year Built/Renovated | 2002/ N/A |
| Floor Count | 3 |
| Occupancy Type | Multi-tenant |
| Land Area Net | 1.480 ac/ 64,469 sf |
| Actual FAR | 0.44 |
| Zoning | C-2 General Commercial |
| Construction Class/ Type | D/ Good |
| External Finish | Stucco |
| Amenities | Flat Roofs, On-Site Management, Surface Parking |



## Quoted Terms

| | | | |
|---|---|---|---|
| Reimbursements | N/A | Rent Changes/Steps | N/A |
| Occupancy | N/A | Free Rent | N/A |
| Tenant Size | N/A | TI Allowance | N/A |
| Lease Term | N/A | Reimbursement Amount | N/A |
| Survey Date | 10/2022 | Total Oper. & Fixed Exp. | N/A |
| Verification | N/A | Annual Base Rent | per sf |

## Actual Leases

| Tenant Name | Tenancy Use Type | Size (sf) | Term (Mo.) | Type of Lease | Start Date | Reimbs. | Rent Changes / Steps | Free Rent (Mo.) | TI Allowance per sf | Annual Base Rate per sf |
|---|---|---|---|---|---|---|---|---|---|---|
| Functional Medicine | Office | 1,195 | 23 | Renewal | Sep 2022 | Modified Gross | N/A | N/A | N/A | $19.83 |
| Sungreen Cleaner (Noel Lopez) | Office | 1,100 | 11 | Renewal | Feb 2022 | Modified Gross | N/A | N/A | N/A | $18.00 |
| Dan Frazier | Office | 670 | 11 | New | Nov 2021 | Modified Gross | N/A | N/A | N/A | $21.94 |
| Pilar Nieto | Office | 703 | 35 | New | Oct 2021 | Modified Gross | N/A | N/A | N/A | $18.78 |

## Comments

Addendum C

# OPERATING DATA

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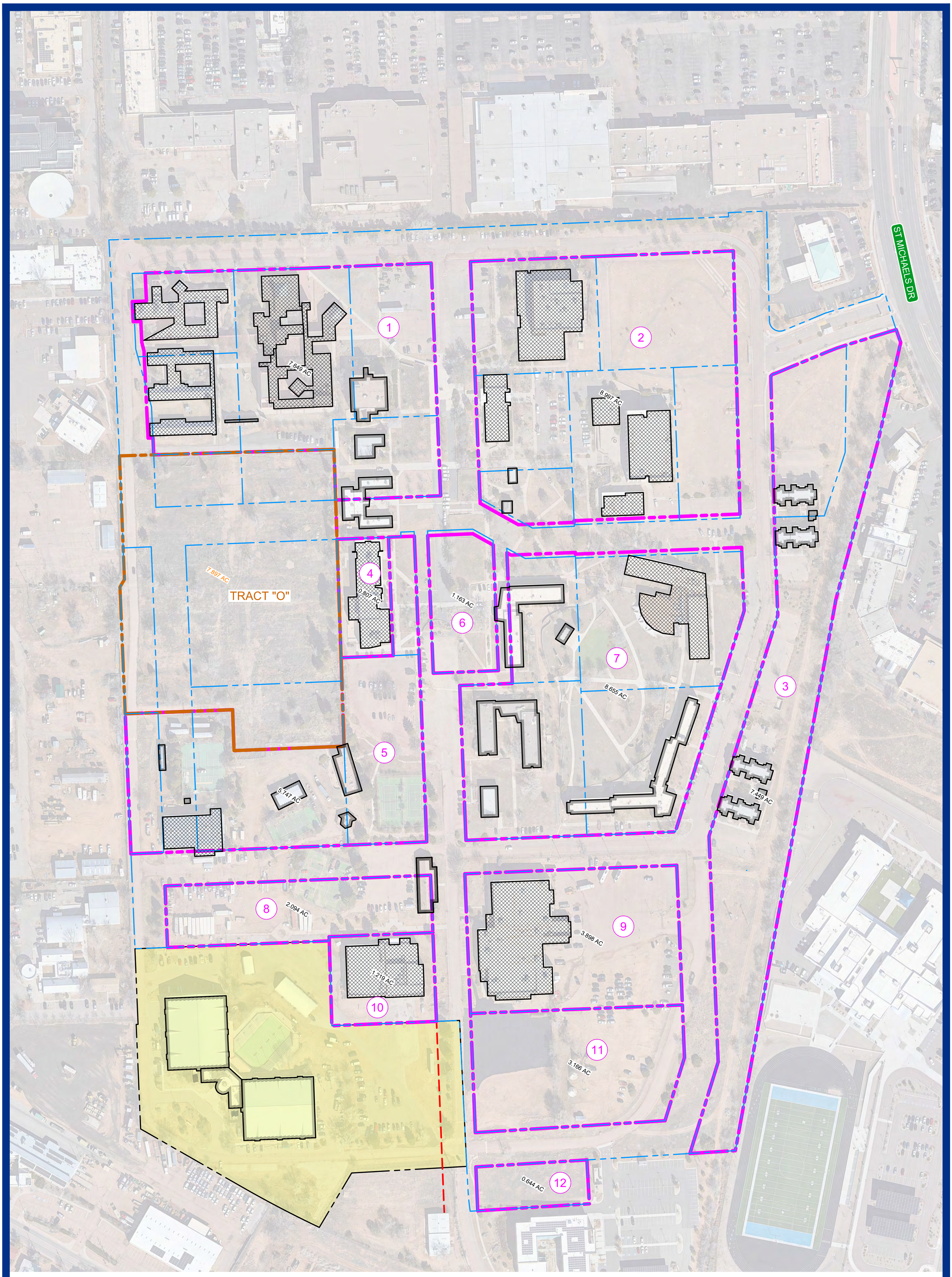


ORIGINAL NEW PARCELS

REVISED NEW PARCELS

SHELLABERGER PARCEL

TRACT "O"

# TRACT

## MIDTOWN SITE LAYOUT

- NEW PARCELS
- SHELLABERGER PARCEL

0 50' 100'

WILSON & COMPANY

M:\MSD\23-600-027-00\2_DISCIPLINES_EXHIBITS\SITE LAYOUT 3.DWG 2/8/2024 8:09 AM

BINDER 2

# PROPOSAL FOR REDEVELOPMENT & EXPANSION MIDTOWN STUDIO LOTS RFP 23/35/P

Prepared for the City of Santa Fe
February 28, 2023

MIDTOWN
SANTA FE
PRODUCTIONS

PERE
HOLDINGS

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# D. SCHEDULE AND ECONOMIC ANALYSIS PROPOSAL

# 1. NARRATIVE OF SCHEDULE AND ECONOMIC ANALYSIS PROPOSAL

# NARRATIVE OF ECONOMIC ASSUMPTIONS

**Key Assumptions**

The Offeror's development program for the RFP Lots consists of the following: 1) redevelopment of the existing campus buildings into a full service production studio (Onate will be demolished,) 2) new construction of a 110,000 sf workforce housing development, 3) construction of two new large soundstages totaling approximately 60,000 sf based on market demand. Offeror will also create new retail spaces and a new educational facility in the existing campus buildings. Note that Offeror's valuation for the RFP Lots is based on their current and future development value without the addition of Shellaberger's soundstages. Offeror's Midtown Santa Fe Productions opportunity fund will use its own equity to acquire the RFP Lots and is required to invest such funds within 6 months of its 2023 March 15th corporate tax filing date, or by September 11th.

To value the land assets for each development program, Offeror has applied a direct cap rate to stabilized net income. It has then deducted the costs of development (excluding land) plus a 20% profit margin on equity to arrive at a residual asset/land value. Offeror has not used a discounted cash flow analysis because discount rates are unusually high, future cap rates are uncertain, and the interest rate environment is unpredictable. The resulting margin of error would distort a residual land valuation. All revenue and operating expense assumptions are assumed to be 2023/2024 fiscal year. Following are assumptions for each of the three main development programs:

# NARRATIVE OF ECONOMIC ASSUMPTIONS (Contd pg 2)

**Adaptive Reuse of Garson Studios, Benildus, Driscoll and Alumni**

Operating revenue assumptions include a $3/sf/month rental rate for studio space, a $2/sf/month rental rate for office support and a $1.5/sf/month rental rate for storage and mill space. This analysis assumes a 70% occupancy rate for soundstages and a 60% occupancy rate for support space in the current configuration. It will be difficult to drive higher production occupancy in the office/support buildings at Benildus, Driscoll or Alumni only utilizing Garson one medium and two small stages. Without a large production in occupancy, which requires multiple large stages, there will be only correspondingly moderate demand for accessory office or support space.

In terms of operating costs for the existing studio properties, Offeror has created a zero-base budget in the absence of historical operating statements for the buildings, based on its recent experience at the Shellaberger. The payroll budget assumes that the studio complex will employ a staff consisting of: 1) general manager, 2) a stage manager, 3) maintenance person, 4) two porter/grounds keepers, and 5) night security for a total annual payroll of $400,000. All employees will be local hires and will receive health benefits and 401k. Note that the operating expenses required to manage this spread-out collection of smaller buildings makes the campus costlier to operate than a single large studio building. In the past, security, maintenance, payroll, management, utility, property management and landscape costs were paid by the city through its general operating budget. In the future, the Offeror will need to pay for these expenses as well as full real estate taxes.

# NARRATIVE OF ECONOMIC ASSUMPTIONS (Contd pg 3)

The capitalization rate used to value the assets is 8%, reflecting the risk of the asset class and the restrictive zoning. As stated in the project summary, productions cannot typically be booked far in advance and they utilize short term leases. And because the RFP Lots have been zoned to permit only film production, when the market changes over time, the buildings may experience increased vacancy and financial downside. That increases the investment risk profile and decreases the valuation of the land.

It is the Offeror's plan to renovate the buildings utilizing its own opportunity fund equity and minimal debt. After the studio property is renovated and achieves stabilized operating income (and provided interest rates decrease,) Offeror will refinance the property with permanent debt. The proforma assumes a refinance at stabilization at 50% loan-to-cost at 6.5% interest and 30 year amortization.

The property assessment reports for Benildus Hall, Driscoll Hall and Garson Studio prepared by Wilson Companies on behalf of the city indicate an aggregate deferred maintenance of approximately $5.7m. That budget does not include the capital costs to separate the properties from the campus' private utility grid and bring public utilities to each of the properties. Offeror has assumed another $300,000 for that activity and have an overall renovation budget of approximately $6m of hard costs plus $1m in soft costs.

Based on the above assumptions and the following financial analysis, the adaptive Reuse of the existing campus buildings as a studio will generate annual real estate taxes of $65,000 and a residual land/existing building value of approximately $2,640,000.

# NARRATIVE OF ECONOMIC ASSUMPTIONS (Contd pg 4)

**Development of Workforce Housing**

Offeror proposes to develop a 125 unit workforce housing project consisting of 15% workforce housing rental units and 85% market rate rental. The building will also include a furnished transient housing component with fully furnished apartments that can function as short term residential or hotel units for the production industry.

Current operating revenue assumptions include a $2/sf/month rental rate for workforce housing and $3/sf/month rental rate for residential market rate rentals. This analysis assumes a 95% occupancy rate for both workforce and market rate housing.

Offeror assumes a fully staffed multifamily operating expense budget that is equal to approximately 35% of revenue.

The attached letter from Jayne Construction from Albuquerque who has built many multifamily buildings in NM indicated cost of construction at $235,000/unit. Although this cost is 10-15% higher than Albuquerque and other parts of the United States, this development is economically feasible provided permanent interest rates decline in the future.

Based on the above assumptions and the following financial analysis, the adaptive Reuse of the existing campus buildings as a studio will generate annual real estate taxes of $200,000 and a residual land value of approximately $2,200,000.

# NARRATIVE OF ECONOMIC ASSUMPTIONS (Contd pg 5)

**Development of New Soundstages**

Offeror proposes to develop two new 20,000 sf soundstages and approximately 27,000 sf of office support space. Current operating revenue assumptions include a $3.5/sf/month rental rate for studio space, a $2.25/sf/mo rental rate for office support and a $1.75/sf/month rental rate for storage and mill space. This analysis assumes an 80% occupancy rate for soundstages and 80% occupancy rate for office/support space in the current configuration. The cap rate has been reduced to 7% reflecting the fact that the studios will be state of the art and can attract larger productions.

In terms of operating costs for the new studio properties, Offeror assumes the addition of a new stage manager and maintenance person who will be supported by the existing staffing at the campus studio properties as well as customary studio real estate operating expenses.

The following letter from Klinger Construction in Albuquerque recently budgeted the expansion of Santa Fe Studios and estimated the cost of a tilt up concrete and steel industrial building at $327 psf in 2023. Unfortunately this high construction cost budget plus the required soft costs and financing costs, make this building economically infeasible to construct in the near future.

Based on the above assumptions and the following financial analysis, the adaptive Reuse of the existing campus buildings as a studio will generate annual real estate taxes of $150,000 and a residual land/existing building value of approximately ($13,270,000.) This large valuation deficit means that the project would not be economically feasible unless construction costs decrease, rents increase, occupancy increases and cap rates decrease.

# NARRATIVE OF ECONOMIC ASSUMPTIONS (Contd pg 6)

**Purchase Offer/Valuation Summary**

The aggregate of the above residual property/land value is $4,840,000. Based on this aggregate and the potential for a positive future value for the new soundstage sites, Offeror proposes to pay a total consideration of $6,500,000 in the form of a fully amortizing land lease over 10 years at $650,000 per annum. When combined with enhanced real estate taxes (some of which will start in 2027,) this nets approximately $915,000 per annum for the city.

# Santa Fe Midtown - Garson Theater

PROBABLE COST ESTIMATE 12/27/22

WILSON & COMPANY

| ITEM | UNITS | COST/UNIT | COST | COMMENTS |
|---|---|---|---|---|
| **A. ARCHITECTURAL** | | | | |
| Install missing splash blocks | 8 | $100.00 EA | $800.00 | Recommended |
| Reseal/Spot Repair sealants and flashings | LS | - | $8,000.00 | Req. to prevent further damage |
| Inspect and repair exterior precast joints | LS | - | $14,000.00 | Req. to prevent further damage |
| Repainting and patching finishes | 32,588 SF | $0.90 /SF | $29,329.57 | Recommended |
| Replace and repair floor finishes | 32,588 SF | $5.00 /SF | $162,940.00 | Recommended |
| Repair and patch exterior finishes | 32,588 SF | $0.75 /SF | $24,441.00 | Req. to prevent further damage |
| Upgrade door hardware to ADA-compliance | 93 | $750.00 EA | $69,750.00 | Req. per 2015 IBC |
| Repair / Replace damaged glazing & skylights | LS | - | $8,000.00 | Req, to prevent further damage |
| Repair / Replace ceilings | 32,588 SF | $2.00 /SF | $65,176.00 | Recommended |
| Provide accessible ramps to spaces (when possible) | LS | - | $6,000.00 | Req. per 2015 IBC |
| Provide permanent ADA seating in main theater | LS | - | $24,000.00 | Recommended |
| Install Elevator / Lift to second floor | LS | - | $80,000.00 | Requirement TBD on building use |
| | | **SUBTOTAL** | **$492,436.57** | |
| **B. ELECTRICAL** | | | | |
| Replace light fixtures with LED | 32,588 SF | $6.50 SF | $211,822.00 | Recommended |
| Upgrade electrical system (including any HVAC upgrades) | 32,588 SF | $10.00 SF | $325,880.00 | Req. TBD on building use |
| | | **SUBTOTAL** | **$537,702.00** | |
| **C. SITE** | | | | |
| Landscaping/Irrigation (dependent on scope). | - | - | - | Recommended |
| Repair Concrete Sidewalks/Steps/Ramps | 500 SY | $30.00 /SY | $15,000.00 | Req. for accessibility and safety |
| Repave & Restripe parking | 5,718 SY | $55.00 /SY | $314,490.00 | Recommended |
| | | **SUBTOTAL** | **$329,490.00** | |
| **D. MECHANICAL** | | | | |
| Fire Sprinkler System throughout | 32,588 SF | $12.00 /SF | $391,056.00 | Req. TBD on building use |
| General HVAC Maintenance and Repairs | 32,588 SF | $4.00 /SF | $130,352.00 | Required |
| Repair Fire Water connection | LS | $15,000.00 | - | Required |
| | | **SUBTOTAL** | **$521,408.00** | |
| **SUBTOTAL** | | | **$1,881,036.57** | |
| Contingency | | 10.00% | $188,103.66 | |
| NMGRT - Santa Fe | | 8.3125% | $156,361.16 | |
| **TOTAL ESTIMATED COST** | | | **$2,225,501.39** | |

*The following is a general estimate of costs. It is intended as a tool to assist the City of Santa Fe with decision making and should not be viewed as a detailed cost estimate.*

# Santa Fe Midtown - Driscoll Fitness Center

PROBABLE COST ESTIMATE 1/11/23

WILSON & COMPANY

| ITEM | UNITS | COST/UNIT | COST | COMMENTS |
|---|---|---|---|---|
| **A. ARCHITECTURAL** | | | | |
| Reseal/Spot Repair sealants and flashings | LS | - | $12,000.00 | Req. to prevent damage |
| Replace / Repair floor finishes | 22,712 SF | $5.00 /SF | $113,560.00 | Recommended |
| Repainting and patching finishes | 22,712 SF | $0.90 /SF | $20,440.80 | Recommended |
| Replace missing splashbocks | 6 | $100.00 EA | $600.00 | Recommended |
| Repair and patch exterior finishes | 22,712 SF | $0.75 /SF | $17,034.00 | Req. to prevent further damage |
| Repair/ Replace Ceiling Tiles | 8,600 SF | $2.00 /SF | $17,200.00 | Recommended |
| Replace walkoff mat at entry | LS | - | $400.00 | Req. for safety |
| Lobby Restroom Renovations for full ADA | 120 SF | $400.00 /SF | $48,000.00 | Req. per 2015 IBC |
| Lockerroom Renovations for full ADA (showers & locker area) | 1,200 SF | $100.00 /SF | $120,000.00 | Req. per 2015 IBC |
| | | **SUBTOTAL** | **$349,234.80** | |
| **B. ELECTRICAL** | | | | |
| Replace light fixtures with LED | 22,712 SF | $6.50 SF | $147,628.00 | Recommended |
| Upgrade electrical system (including HVAC items) | 22,712 SF | $12.00 SF | $272,544.00 | Req. TBD on building use |
| | | **SUBTOTAL** | **$420,172.00** | |
| **C. SITE** | | | | |
| Landscaping/Irrigation (dependent on scope). | - | - | - | Recommended |
| Concrete Sidewalk repair/replacement | 160 SY | $30.00 /SY | $4,800.00 | Recommended |
| Parking repaving and restriping | 2,365 SY | $55.00 /SY | $130,075.00 | Recommended |
| | | **SUBTOTAL** | **$134,875.00** | |
| **D. MECHANICAL** | | | | |
| General HVAC maintenance and repairs | 22,712 SF | $8.00 /SF | $181,696.00 | Recommended |
| | | **SUBTOTAL** | **$181,696.00** | |
| **SUBTOTAL** | | | **$1,085,977.80** | |
| Contingency | | 10% | $108,597.78 | |
| NMGRT - Santa Fe | | 8.3125% | $90,271.90 | |
| **TOTAL ESTIMATED COST** | | | **$1,284,847.48** | |

*The following is a general estimate of costs. It is intended as a tool to assist the City of Santa Fe with decision making and should not be viewed as a comprehensive cost*

# Santa Fe Midtown - Benildus Hall

PROBABLE COST ESTIMATE 1/11/23

| ITEM | UNITS | COST/UNIT | COST | COMMENTS |
|---|---|---|---|---|
| **A. ARCHITECTURAL** | | | | |
| Reseal/Spot Repair sealants and flashings | LS | - | $10,000.00 | Req. to prevent damage |
| Replace / Repair floor finishes | 27,757 SF | $2.00 /SF | $55,514.00 | Recommended |
| Repainting and patching finishes | 27,757 SF | $0.90 /SF | $24,981.30 | Recommended |
| Replace missing splashbocks | 8 | $100.00 EA | $800.00 | Recommended |
| Repair/ Replace Ceiling Tiles | 27,757 SF | $2.00 /SF | $55,514.00 | Recommended |
| Modify Handrails | 40 LF | $25.00 /LF | $1,000.00 | Req. per 2015 IBC |
| Update door Hardware | 4 | $750.00 EA | $3,000.00 | Req. per 2015 IBC |
| | | **SUBTOTAL** | **$150,809.30** | |
| **B. ELECTRICAL** | | | | |
| Replace light fixtures with LED | 27,757 SF | $6.50 SF | $180,420.50 | Recommended |
| Upgrade electrical system (including any HVAC work) | 27,757 SF | $12.00 SF | $333,084.00 | Req. TBD on building use |
| | | **SUBTOTAL** | **$513,504.50** | |
| **C. SITE** | | | | |
| Landscaping/Irrigation (dependent on scope) | - | - | - | Recommended |
| Repair paving/sidewalks (at main entrance) | 100 SY | $30.00 SF | $3,000.00 | Req. for accessibility and safety |
| Repave & Restripe parking | 3,800 SY | $55.00 SF | $209,000.00 | Recommended |
| | | **SUBTOTAL** | **$212,000.00** | |
| **D. MECHANICAL** | | | | |
| General HVAC Maintenance | 27,757 SF | $22.00 /SF | $610,654.00 | Recommended |
| Repair RTU-3 | LS | $4,000.00 | - | |
| Repair RTU-4 | LS | $4,000.00 | - | |
| Repair / Replace HVAC Controls | LS | - | - | |
| | | **SUBTOTAL** | **$610,654.00** | |
| **SUBTOTAL** | | | **$1,486,967.80** | |
| Contingency | | 10.00% | $148,696.78 | |
| NMGRT - Santa Fe | | 8.3125% | $123,604.20 | |
| **TOTAL ESTIMATED COST** | | | **$1,759,268.78** | |

*The following is a general estimate of costs. It is intended as a tool to assist the City of Santa Fe with decision making and should not be viewed as a comprehensive cost estimate.*

TECHNICAL MEMORANDUM

**Wilson & Company Inc**

**City of Santa Fe**
**Midtown Engineering Support**

| | | | |
|---|---|---|---|
| **To:** | Lee Logston, Project Manager<br>City of Santa Fe | **Date:** | 08/11/2022 (rev. 8/25/22) |
| **From:** | Ross Gabaldon, PE | **Prepared by:** | Ross Gabaldon, PE |
| **TM No.:** | WWW-01 | **Reviewed by:** | Brian Ambrogi, PE |
| **Subject:** | Technical Memorandum- Existing Water and Sewer Infrastructure | | |

## SECTION 1: SUMMARY

The purpose of this report is to evaluate the existing water and sewer utility system's current capacity and determine if the existing water and sewer systems are able to satisfy the demands of the proposed new development for the Santa Fe Midtown area. The following options will be evaluated to determine the most critical infrastructure upgrades necessary to support the Midtown development:

- Sewer System
  - Existing Conditions – Evaluate the present-day flows and available capacity of the existing system
  - Full build-out scenario – Evaluate infrastructure upgrades necessary to the existing system to accommodate full build-out demands and prioritize recommended improvements to align with the respective phases of development.
- Water System
  - Existing Conditions – Evaluate the present-day flows and available capacity of the existing system
  - Full build-out scenario – Evaluate infrastructure upgrades necessary to the existing system to accommodate full build-out demands and prioritize recommended improvements to align with the respective phases of development.

The water and sewer systems were modeled in WaterCAD Connect Edition Update 2, Version 10.02.01.06 and SewerCAD Connect Edition Update 2, Version 10.02.00.55 (respectively) to determine the impact the future demands will have on pressure and flow on the water system and capacity on the sewer system. All assumptions for sewer and water flow rates are shown in **Table 1A and 1B** (attached)

## SECTION 2: INTRODUCTION

This technical memorandum was developed in conjunction with the City of Santa Fe and Opticos Design to determine the water and sewer demand of a proposed re-development of the existing Midtown College Campus and evaluate the impacts these new demands would have on infrastructure capacity and sizing. The proposed project location can be found in **Figure 1**, see

**Figure 2** for a more detailed layout of the proposed improvement area (definitions for lot codes can be found in **Table 1A and 1B**). Generally, the project is contained within the old community college campus, located near the intersection of Cerillos Rd. and St. Michaels Dr.

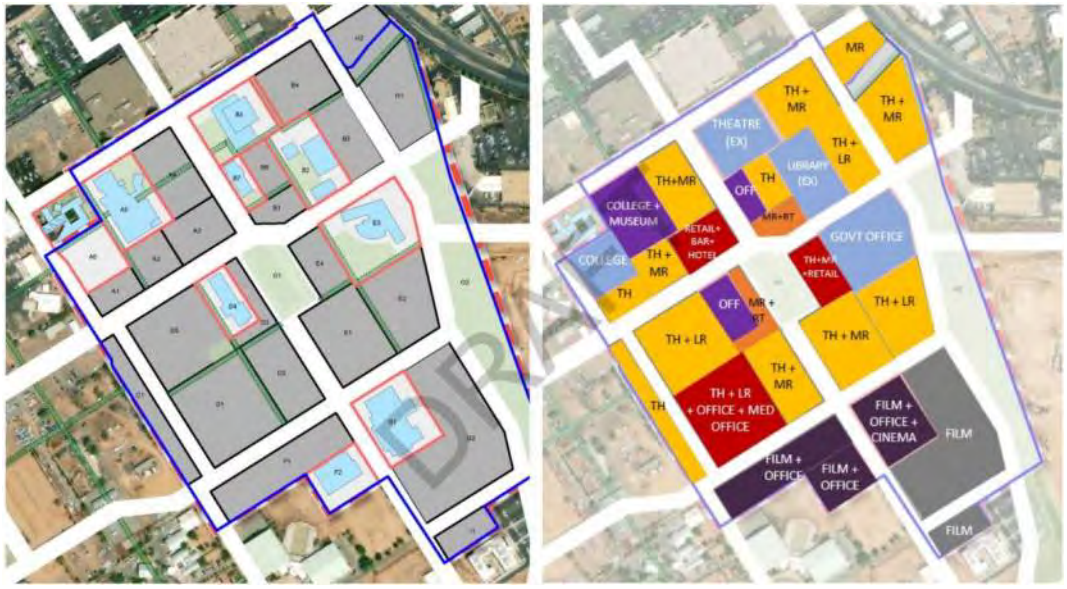



*Figure 1: Project Location Map*

## SECTION 3: DESIGN CRITERIA / ASSUMPTIONS

**General:**

The proposed redevelopment of the campus consists of a variety of parcels, each parcel will be used for multifamily dwellings, commercial, office, or mixed use. See **Figure 2** below for a detailed layout of the various parcels as developed by Opticos Design.




*(2-A)* *(2-B)*

*Figure 2 (A) Land Use Division (B) Land Use Category, See Table 1A & 1B for key*

Wilson & Company has developed individual water and sewer demands for each parcel based on land-use data provided by Opticos Design and the City of Santa Fe. Water and sewer demands were calculated based on the use and on a per capita daily demand.

**Water Base Flow Assumptions:**

Residential

- Residents Per Unit (residential) = 3.41 Persons
- Usage Rate (residential) = 70 GPCPD (gallons per capita per day)

$$Base\ Demand = Residents * Usage * No.of\ Units$$

Office/Commercial

- Occupancy = 0.0032 Occupants / SqFt
- Usage Rate = 25 GPCPD

$$Base\ Demand = Occupancy * Usage * Area$$

Restaurant/Bar

- Occupancy = 330 Customers/day
- Usage Rate = 7 GPCPD

A peaking factor was applied to all water base flows, to determine the flow at the peak hour of the day. A peaking factor of 1.4 was used throughout the system. This peaking factor is used in similar sized developments in New Mexico and is also used by the City of Albuquerque for new xeriscaped residential and commercial developments.

$$Peak\ Flow = Base\ Flow * 1.4$$

**Sewer Base Flow Assumptions:**

Sewer flows are assumed to consist of 95% of the water base flow for residential and commercial applications. It is assumed that all landscaping will be xeriscaped and require low or no water. Irrigation flows for parks are accounted for separately in the model.

$$SAS\ Flow = Water\ Base\ Flow * 0.95$$

Peaking factors were also applied to the sewer flows. A separate peaking factor for residential and commercial has been used, with a higher peaking factor used for commercial/restaurants as compared to the residential peaking factor. A 1.3x peak factor was used for residential and a 1.6x peaking factor was used for all other parcels in this study. These peaking factors are used in similar sized developments in New Mexico and is also used by the City of Albuquerque for new xeriscaped residential and commercial developments.

$$SAS\ Peak\ Flow = 1.3(residential)\ or\ 1.6(commercial) * SAS\ Base\ Flow$$

**SECTION 4: DESIGN ANALYSIS – WATER LINE**

**WATER SYSTEM DESIGN CRITERIA:**

The water system was evaluated in two ways, to determine the capability of the existing system.

- Peak Flow Condition: The system is evaluated at peak flow, to determine if any pipes require upsizing
- Fire Flow condition: The system is run with fire flows (determined per IFC, maximum 2,000 GPM for the area), with the base water demand (not peak) also applied. No special requirements beyond IFC code from the Fire Marshall were specified.

For the initial model run, the system was run at peak flow, with no fire flow. In this condition, the existing system was found to be adequate to handle the peak flows for the area. The system was also evaluated at the base flow + fire flow and was found adequate in this scenario as well. Based on the calculated base and peak flows the existing water system was found to be capable of handling the proposed future demands of the development. As there is no justification to increase capacity of the existing system, no alternatives beyond simple pipe re-routing were analyzed in this report.

**Option 1- Additional Waterline**
This option is necessary to redirect existing water lines that are currently in the footprint of the future development. These redirected lines will be constructed in the new roadway and in the right of way. All new water lines will be a one to one replacement of existing lines, with no size increases.

As stated previously the existing water system currently will be able to meet the demands required of the future development. The system will have the adequate flows for base and peak demands and meet the required fire flow for the area. These scenarios were evaluated using WaterCAD analysis and design. See **Exhibit 3** for the results of the water modelling, anticipated flows, pipe diameter, and fire flow requirements. See **Exhibit 4** for a layout of the proposed vs. existing pipe line layout.

Additionally, this system was evaluated for fire flows. Based on information provided by the city, hydrants are tested in groups, rather than individually. Hydrant coverage and area flow availability can be seen on **Exhibit 5.** Flows in this exhibit are divided by block, and an average flow rating for any group of hydrants can be obtained by dividing the available flow in the block by the desired number of hydrants. The coverage area for each hydrant is also shown.

**ASSUMPTIONS (All water lines):**

- Water lines are adequately sized to provide for current and future demands (per modelling results)
- The required minimum fire flow of 2000 GPM will be met by all improvements
- The water analysis using WaterCAD is only taking into account the future development of the proposed project area, not pass-through demands for adjacent areas outside the project area. Evaluation of pass-through flows that would impact the overall City system were beyond the scope of this study.
- Relocated Lines will be installed in new roadways, no asphalt cost included in estimates

**Option 1 Pros:**
Waterlines will be relocated into accessible Public Right-of-Ways to eliminate future conflicts with area development. Connections along the north end and West of the property will be greatly improved by having a pipe located in the public ROW to connect to.

**Option 1 Cons:**
The costs incurred for the additional waterline and installation are estimated at $820,180.

**Option 2- Do Nothing**
Water lines currently interfere with planned development. Additionally, the water line running along the north of the property is within the shopping center parking lot which will present design difficulties and disruption to existing business. Design standards do not allow for the placement of permanent structures on top of utility lines. All areas with new water lines in this alternate will be designated as a public right-of-way.

**Option 2 Pros:**

Existing infrastructure is already sufficient for flows. The do-nothing scenario would require no costs to the City or future developers.

**Option 2 Cons:**
There can be no development on top of the existing waterlines. The new development would need to work around the existing water lines and provide easements. Connecting to the existing water line along the back of the cerillos road shopping center would cause design difficulties and disruption to the existing businesses currently served from this water line. This alternate is not recommended

## SECTION 5: DESIGN ANALYSIS –SEWER LINE

### SEWER SYSTEM ANALYSIS

The existing sewer system divides the existing flow into two sewer sheds, a northern connection point along Cerrillos Road, and a southern connection at Siringo Road. A field visit was performed by Wilson & Company to the proposed site and the existing sewer system was inspected. During inspection, the sewer system connected to the south at Siringo Road was found to exceed the design capacity, and surcharging manholes. The northern connection had a large underutilized sanitary sewer between the manhole on the south end of the breezeway at the Tony Anaya building to Cerillos Road. South of the Tony Anaya building the existing sewer system was in poor condition and undersized, and will need to be replaced.

Due to the poor condition of the Siringo Road sewer and the available capacity between the Tony Anaya Building and Cerillos Road, it was determined that all flow in the area could be successfully re-routed to the Cerillos Road connection point, immediately to the south of the Tony Anaya Building. Replacement of the Siringo Road sewer line with a larger line was briefly considered, but determined to be cost prohibitive due to the length and location of pipe that would need to be replaced.

The total sewer base flow for future development was calculate to be 301 GPM and the peak flow was determined to be 426 GPM.

**Option S1 Sewer Redesign**
Due to issues with capacity of the southern sewer line it is recommended that the existing system within the campus be replaced with the intent of directing all flow towards the north, connecting to the main line on Cerrilos Rd. This diversion of flow will help alleviate the surcharging issues on the Siringo Road Sewer by diverting some of the existing flows to the north. The design analysis in Sewer CAD was used to design the proposed sewer lines with adequate slopes, depths, and capacity to accommodate the full build-out flow condition. **Exhibit 1** illustrates the proposed sewer line improvements. Due to the change of direction of the sewer, the existing sewer lines cannot be re-used, and it is recommended that all sewer lines in the improvement area be replaced with new lines. See **Exhibit 1** for the results of the sewer modelling, including depths, slopes, pipe diameters, and anticipated flows. See **Exhibit 2** for a layout of the proposed system compared to the existing system.

**Option S1 Assumptions:**

- Sewer is sized to service all lots of the proposed development
- Sewer shall provide gravity service to all of the proposed development
- Velocity in sewer lines shall be less than 10 ft/sec, and greater than 2.2 ft/sec
- The sewer analysis using SewerCAD is only taking into account the future development of the proposed project area, and not the city at-large
- Sewer design flow shall be at 50% full
- The 30" Silar Road interceptor is in need of repair, and it is assumed that this interceptor will be re-lined (Via CIPP) under this project

**Option S1 Pros:**

Option S1 will follow the existing and proposed roadways allowing sewer pipes found to be under existing facilities to be abandoned. This option also helps to alleviate the flow on the southern sewer that presently exceeds capacity. New sewers will be able to be installed in optimal locations to avoid existing utilities and provide service to buildings.

**Option S1 Cons:**

Construction costs for the project will be an extra cost versus using the existing system, however the existing system is currently overloaded and cannot be used for future midtown development. Current underground composition is unknown, and conditions may present the need for rock or undesirable material excavation. A geotechnical investigation is recommended before proceeding. Pavement cuts will be required for sections that will be under existing roadways. This option is an estimated $1.1 million in capital cost.

**Option S2 – Do Nothing**

When Wilson and Company and City of Santa Fe officials inspected manholes in May of 2022 it was discovered that sewer lines were full and flowing over the bench along the Siringo sewer. The additional demand from the development could cause additional surcharging of the manholes, overflows, and sewer backups affecting customers and residents. Continuing with the development without the sewer redesign is not a viable option.

**Option S2 Assumptions:**

- Existing sewers will be used
- Existing sewers are currently over capacity (field observation)
- Existing sewers are currently in poor condition, and run underneath existing buildings
- Lines will be installed in new roadways, no asphalt cost included in estimates

**Option S2 Pros:**

This option unfortunately does not have any benefits if chosen. Future development of the area would create demands the existing system cannot handle leading to potential environmental hazards.

**Option S2 Cons:**

The extra demands on the sewer system will likely lead to sewer backups affecting residents and businesses. The existing sewer system is not in ideal locations and will likely still need relocation

to fit within public right-of-way. This option was not evaluated further since the existing system is over capacity.

## SECTION 6: RECOMMENDATION OF ALTERNATIVE

It is the opinion of the Engineer that Option 1 be selected for the water line, and Option 1 be selected for the sewer line. These options both allow for the full build out of future development while providing sufficient capacity and locating all new utilities in the public right-of-way. Additionally, Option 1 will improve existing conditions on the sewer lines, by re-directing flows away from an over-capacity sewer line. Approximate costs of the recommended alternates are listed below, see **Table 2** for a more detailed breakdown of the costs for each alternative.

| | **RECOMMENDED ALTERNATIVE** | **ALTERNATIVE COST** |
|---|---|---|
| WATER | WATER OPTION 1 | $ 820,180.33 |
| SEWER | SEWER OPTION 1 | $ 1,105,233.70 |
| | **SUBTOTAL PROJECTED COST:** | **$ 1,925,414.03** |
| | **NMGRT @ 8.625%:** | **$ 166,066.96** |
| | **20% CONTINGENCY:** | **$ 385,082.81** |
| | **GRAND TOTAL:** | **$ 2,476,563.80** |

# 5.4 Development Standards + Regulating Plan

**This Section demonstrates where form-based development standards and allowed uses apply within the Midtown Site.**

## Development Standards Approach

To deliver the vision described in the Plan, each development parcel on the Midtown Site shall be controlled by a combination of Sub-zone Standards that control use and Facade Zone Standards that control building massing, and design. Both sets of standards have been coordinated and must be satisfied for each development parcel on the Midtown Site.

**Sub-zone Standards.** These standards apply to the entirety of each site onto which they are mapped, and control allowed uses.

**Facade Zone Standards.** These standards apply to the edges of each site that abut public rights-of-way, civic spaces, or public access easements such as paseos. They control elements such as setbacks, height stepbacks and required frontage types.

## Regulating Plan

Figure 5.4.1 (Development Standards Regulating Plan) identifies the applicable Sub-zone Standards and Facade Zone Standards for each development site in the Midtown Site.

Where development sites are combined, the applicable standards identified in the Regulating Plan must be met.

Where the location of flexible rights-of-way and easements—such as paseos and living alleys—as identified by Figure 5.2.1 (Thoroughfare Regulating Plan), is adjusted, the applicable Facade Zone Standards indicated in Figure 5.4.1 (Development Standards Regulating Plan) shall apply to the right-of-way or easement in its new location, unless the new location represents a substantial change in context which merits a change in Facade Zone type, to be determined by the Land Use Director.

Where Civic Spaces are established, such as those identified by Figure 5.3.1 (Civic Space Regulating Plan), the Facade Zone(s) mapped at the location of the Civic Space in Figure 5.4.1 (Development Standards Regulating Plan) shall govern development along all edges of the Civic Space that are not bounded by thoroughfares.

# 5.5 Sub-zone Standards

**This Section refines the palette of uses allowed in base zoning and the Midtown LINC Zoning Area by establishing an allowed palette of uses for the Midtown Site.**

## Use Standards

Table 5.5.A (Allowed Uses) sets forth the uses allowed and prohibited according to the Sub-zones established by Section 5.4 (Development Standards Regulating Plan) and are not impacted by adjacent Facade Zones (see 5.6 Facade Zone Standards). These regulations are based on the patterns of development and physical activities that comprise the principal and accessory uses of land, rather than on whether the activity is conducted for profit, not for profit or other purposes. Any specific use type not listed or included in the Table 5.5.A (Allowed Uses) is prohibited unless the Land Use Director determines that it is to be included in an existing use category.

## The Midtown Site Sub-zones

The following Sub-zones apply in the Midtown Site:

- Mixed-Use Neighborhood (MU–N) provides for a variety of housing options.
- Mixed-Use Commercial (MU–C) provides opportunities for limited commercial uses such as retail, dining and entertainment while providing a variety of housing options on upper floors and along pedestrian paseos.
- Mixed-Use Office (MU–O) provides opportunities for service commercial uses as a transition between film production uses and residential uses.
- Mixed-Use Film (MU–F) provides for film production activities focused on the Garson Studios.
- Community-Oriented (CO) provides for civic uses such as libraries, education, performing arts, and other uses that serve the community.
- Open Space (OS) provides for publicly-accessible civic and open space.

Addendum E

# CLIENT CONTRACT INFORMATION

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VALUATION & ADVISORY SERVICES

# Proposal and Contract for Services

CBRE

CBRE, Inc.
2575 East Camelback Road
Ste 500
Phoenix, AZ 85016
www.cbre.us/valuation
**Jo Dance, MAI, CCIM**
Managing Director

December 6, 2023

Phillip Gesue
**Midtown Santa Fe Productions QOF, LLC**
1 Worth St, Suite 3F
New York, NY 10013
Phone: 917-892-0060
Email: pgesue@pereholdings.com

RE: Assignment Agreement | CB23US105690
Santa Fe College of Arts (portion of)
1600 St Michaels Dr
Santa Fe, NM 87505

Dear Mr. Gesue:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

## PROPOSAL SPECIFICATIONS

| | |
|---|---|
| **Purpose**: | To estimate the Market Value of the referenced real estate |
| **Premise**: | As Is |
| **Rights Appraised**: | Fee Simple |
| **Intended Use**: | Acquisition/Disposition/Exchange Due Diligence |
| **Intended User**: | The intended user is **Phillip Gesue & Midtown Santa Fe Productions QOF, LLC** ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein). |
| **Reliance**: | Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith. |

**Scope of Inspection:** A full interior and exterior inspection of the property will be conducted and arranged with the property contact and performed by CBRE Valuations.

If this expected property inspection is not possible due to unforeseen issues (such as lack of on-site personnel cooperation, physical obstructions, or appraiser/property contact health and safety concerns), the client will be promptly advised. The client may continue this assignment based on other inspection options agreed upon by CBRE and client or provide CBRE with a written notice to cancel. If CBRE determines that a credible appraisal result cannot be achieved due to inspection limitations, it will promptly provide the client with a written cancellation of this assignment.

**Valuation Approaches:** The Cost and Sales Comparison Approaches to value will be considered.

**Report Type:** Restricted Appraisal Report
**Appraisal Standards:** USPAP
**Appraisal Fee:** $6,000.00. If cancelled by either party before a completion, the fee will be based on CBRE's hourly rates for the time expended; plus actual expenses.
**Expenses:** Fee includes all associated expenses
**Retainer:** A retainer of $6,000.00 is due prior to commencement of the outlined services.
Please remit retainer payments via wire to:

**Name:** Wells Fargo
**ABA No.:** 121000248
**Swift ID:** WFBIUS6S
**Name on Account:** CBRE Valuation Wire Receipts
**General Account No.:** 4121248561
**Address:** 420 Montgomery Street
San Francisco, CA 94104
**Bank Contact:** Michele Polcari
**Telephone Number:** (310) 606-4792

Please include the invoice number when submitting payment.

For additional payment remittance options, contact CBRE VAS Accounts Receivable - 901-620-3232 | **CBREVASAR@cbre.com**

**Payment Terms:** The full appraisal fee is considered earned upon delivery of the draft report.

| | |
|---|---|
| **Delivery Instructions:** | CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.<br><br>An Adobe PDF file via email will be delivered to pgesue@pereholdings.com. The client has requested 0 bound final copy (ies). |
| **Delivery Schedule:** | |
| **Preliminary Value:** | Not Required |
| **Draft Report:** | 15 business days after the Start Date |
| **Final Report:** | Upon Client's request |
| **Start Date:** | The appraisal process will start upon receipt of your signed agreement, the retainer, and the property specific data. |
| **Acceptance Date:** | These specifications are subject to modification if this proposal is not accepted within 5 business days from the date of this letter. |

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties, including all intended users, hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

**CBRE, Inc.**
**Valuation & Advisory Services**



Jo Dance, MAI, CCIM
Managing Director
As Agent for CBRE, Inc.
T +1 6027355686
Jo.Dance@cbre.com

| PROPERTY NAME | PROPERTY LOCATION | REPORT TYPE | APPRAISAL FEES |
|---|---|---|---|
| Santa Fe College of Arts (portion of) | 1600 St Michaels Dr, Santa Fe, NM 87505 | Restricted Appraisal Report | $6,000.00 |
| Assignment Total: | | | $6,000.00 |

# AGREED AND ACCEPTED

**FOR PHILLIP GESUE & MIDTOWN SANTA FE PRODUCTIONS QOF, LLC ("CLIENT"):**

| | |
|---|---|
| phillip gesue | 12.20.2023 |
| Signature | Date |
| Phillip Gesue | |
| Name | Title |
| 917-892-0060 | pgesue@pereholdings.com |
| Phone Number | E-Mail Address |

## ADDITIONAL OPTIONAL SERVICE

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence service (seismic risk analysis, zoning compliance service, construction risk management, annual inspections, etc.).

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at **ACSProposals@cbre.com**. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

# TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement" ) between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the hourly rate of the time and expenses incurred (including travel expenses to and from the engagement site), with a minimum charge of $500. Additional copies of the Appraisal Reports are available at a cost of $250 per original color copy and $100 per photocopy (black and white), plus shipping fees of $30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between

Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material) on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS ($10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report , in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.

18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Addendum F

# QUALIFICATIONS

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VALUATION & ADVISORY SERVICES / WEST DIVISION

# Ian Valenzuela, MAI

**Vice President, Albuquerque, NM**
6100 Uptown Boulevard, Albuquerque, NM 87110
**T** +1 505 837 4931
**M** +1 505 710 0080
**F** + 505 837 4994
**E** ian.valenzuela@cbre.com

## Professional Experience

Ian Valenzuela is a Vice President with the CBRE Valuation & Advisory Group. Ian has over 28 years of experience as a real estate appraiser, receiving his General Appraiser Certification in 2000, and the MAI designation from the Appraisal Institute in 2014. Ian has extensive experience in the New Mexico commercial real estate market, and has a comprehensive understanding of market trends and analysis. Ian has worked on a wide variety of valuation projects throughout New Mexico for a broad spectrum of property types including: self-storage, multi family, right of way, office, industrial, retail, residential and commercial subdivisions, auto dealerships, service stations, restaurants, hotels and motels, mixed-use properties and specialty property types such as car washes, recreational properties, worship facilities, and government offices. Assignments have included market value appraisals, market rent studies, ad veloram tax appraisals, right of way valuation, and highest and best use analysis. Ian has worked for private local appraisal firms including Roos and Owens Appraisal Service in Rio Rancho, NM, and American Property Consultants in Albuquerque, NM, as well as the Sandoval County Assessor's Office, and as a Senior Appraiser at Grubb & Ellis / Collier's International.

Ian's background in and experience and Appraisal allows him to provide his clients with the most in-depth, up-to-date information on how market conditions will affect the value of their property. He is an expert at leveraging the full portfolio of CBRE resources to ensure that his clients have all the information needed to make an informed decision.

Ian has a bachelor's degree in University Studies, with an emphasis in real estate and statistics, from the University of New Mexico. His professional education consists of classes from the Appraisal Institute including: General Applications, Apartment Appraisal, Advanced Income Capitalization, Report Writing & Valuation Analysis, Highest and Best Use/ Market Analysis, Advanced Applications, Comparative Analysis, Marketability Studies, Real Estate Finance Statistics & Modeling, Advanced Spreadsheet Modeling, Condemnation Appraising, Case Studies in Complex Valuation, Property Rights & Implications in Valuation. Ian received the MAI designation from the Appraisal Institute in 2014.

## Clients Represented

- New Mexico DOT
- Greater ABQ Housing
- Main Bank
- Bank 34
- City of Rio Rancho
- City of Albuquerque
- City of Gallup
- Bernalillo County
- Sandoval County
- McKinley County
- Pinnacle Bank
- U.S. Bank
- Bank of New Mexico
- Nat Hispanic Cult. Ctr.
- First Citizens Bank
- Bank of the West

## Affiliations / Accreditations

- Appraisal Institute,
  - Designated Member (MAI)
  - President of the Rio Grande Chapter- 2023
- Certified General Real Estate Appraiser
  - New Mexico NO.01734-G

## Education

- University of New Mexico, Albuquerque, Bachelor of University Studies

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THIS IS TO CERTIFY THAT

**Ian R. Valenzuela**

**Real Estate Appraisers Board**

is licensed / registered by the New Mexico Regulation and Licensing Department in accordance with provisions of laws in the State of New Mexico

| License / Registration No. | License / Registration Type |
|---|---|
| 01734-G | General Certified Appraiser |

| Issue Date | Expiration Date |
|---|---|
| 12/19/2000 | 4/30/2025 |

The bearer is prohibited by law from using this identification card to give the impression that they are in any way connected with a governmental agency

Signature of holder

**Ian R. Valenzuela**
**6212 Christy Ave. NE**
**Albuquerque, NM 87109**

*State of New Mexico*

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

# Real Estate Appraisers Board

HEREBY CERTIFIES THAT

# Ian R. Valenzuela

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

## General Certified Appraiser

License No. 01734-G Issued 12/19/2000 Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

APPRAISAL OF
1600 ST. MICHAELS DRIVE
MIDTOWN STUDIOS (PERE)
SANTA FE, NM 87505

DATE OF THE REPORT
MARCH 4, 2024

EFFECTIVE DATE OF VALUATION
NOVEMBER 15, 2023

PREPARED FOR
RICHARD BROWN
200 LINCOLN AVENUE
SANTA FE, NEW MEXICO 87504

HIPPAUF DRY CONNELLY
REAL ESTATE APPRAISERS AND CONSULTANTS

HIPPAUF DRY & CONNELLY
REAL ESTATE APPRAISERS AND CONSULTANTS

Peter H. Hippauf, Emeritus
Michael Dry, MAI
Tim Connelly, MAI

404 Brunn School Rd., Bldg. B
Santa Fe, New Mexico 87505
(505) 988-8059
FAX: (505) 988-5743
www.hippauf.com

March 4, 2024

Richard Brown
c/o Lee Logston
200 Lincoln Avenue
Santa Fe, New Mexico 87504

| | |
|---|---|
| **RE:** | Appraisal of 1600 St. Michaels Drive,<br>Santa Fe, NM 87505 |

Dear Mr. Logston;

Pursuant to your request, I have completed the appraisal of the above referenced property. The depth of discussion and supporting documentation contained in this report are specific, expressed requirements of the client. This appraisal was prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) 2024 and is subject to the assumptions and limiting conditions described in the report.

Based on the data and analyses contained in this report, it is my opinion the most probable fee simple market value (subject to extraordinary assumptions, easements and restrictions of record) in the subject property 'as is' as of November 15, 2023 is:

**FINAL VALUE**

| **Subject: Midtown Studios Pere** | | |
|---|---|---|
| **Market Value** | **Fee Simple** | **Eleven Million Four Hundred Thousand Dollars<br>$11,400,000** |

| Extraordinary Assumptions |
| --- |
| The property is subject to at least two City of Santa Fe Resolutions (No. 2018-54 and 2022-12), which result in the proposed, and now assumed, rezoning from a R-5 Residential Zone to a C-2 General Commercial District. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| The property has had two Phase 1 and one Phase 2 Environmental Site Assessment Reports completed and it is assumed any and all environmental concerns were addressed. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| The subject has excess land. No survey or engineering report has been provided to the appraiser to calculate the excess land. The appraiser has utilized lot coverage ratios in order to produce an amount of excess land. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| According to the appraiser the Driscoll structure should be converted into a soundstage with the remaining space used as supportive office. There have been some structural issues identified that could make the conversion of the building inappropriate. If the structure is found to be structurally adequate or financially feasible to be renovated to be adequate, the results of this appraisal are subject to change. |
| Note: If these assumptions should prove inaccurate, the subject's value could be impacted. |

The attached appraisal report contains 107 pages plus addenda. If I can be of any further service with this appraisal or another matter, please do not hesitate to contact me.

Respectfully submitted,



Tim Connelly, MAI
N. M. General Certificate #3225G

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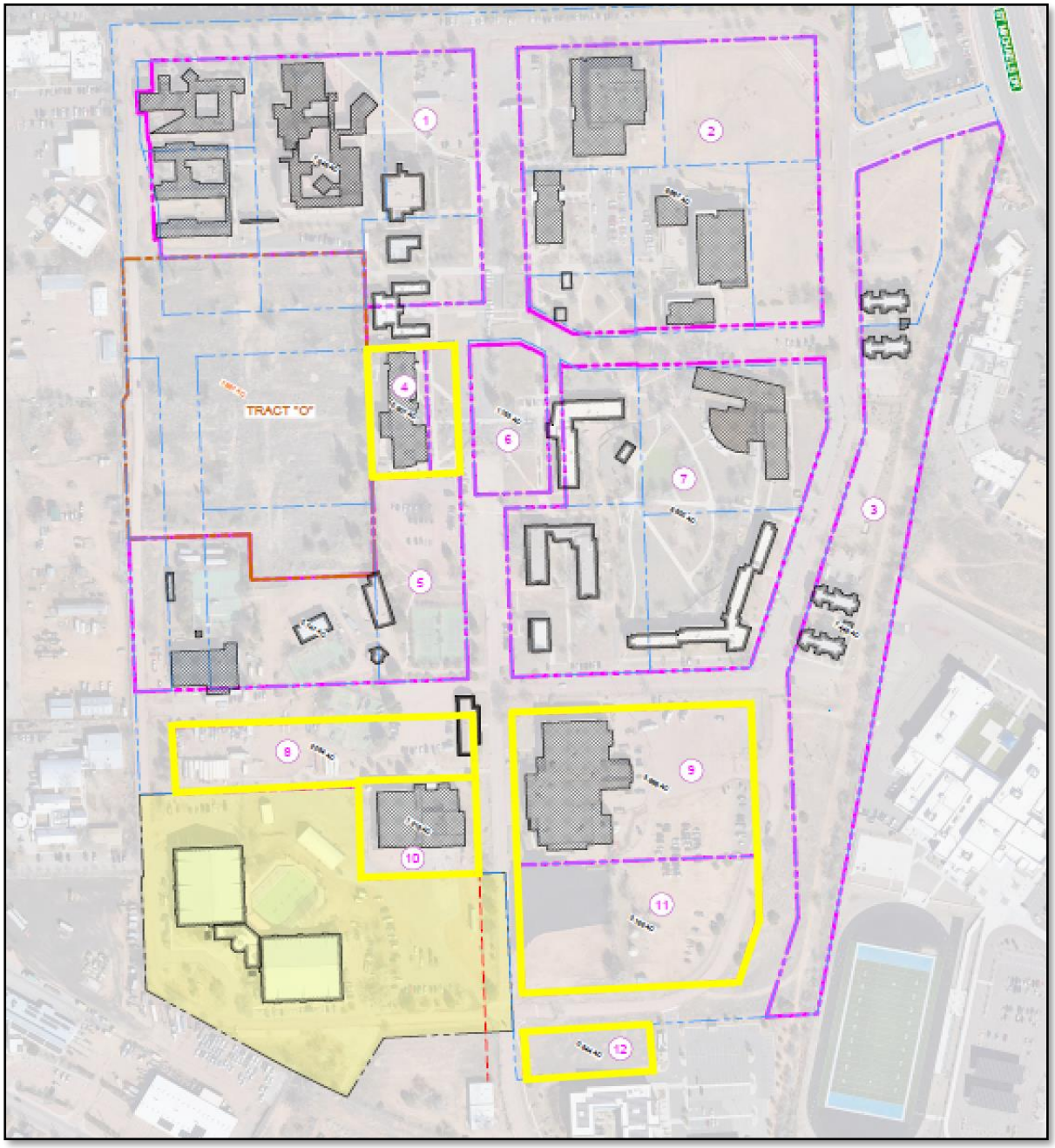
## Addenda

## SUMMARY OF SALIENT FACTS, DATA AND CONCLUSIONS

| **Summary** | | |
|---|---|---|
| Property Location | 1600 St. Michaels Drive, Santa Fe, NM 87505 | |
| Client | Richard Brown | |
| Current Use | Commercial – Mixed Use | |
| Owner of Record | City of Santa Fe | |
| Highest and Best Use | 'As Is': Commercial – with all structures related to film and media production. | |
| Dates | Effective Date of Valuation | November 15, 2023 |
| | Date of Report | March 4, 2024 |
| Purpose of the Appraisal | Market value estimate for potential lease/sale | |
| Intended Use of the Appraisal | Asset valuation for negotiation of potential lease/sale | |
| Intended User of the Appraisal | City of Santa Fe, Office of Economic Development | |
| Land Area | 533,153 square feet or 12.24 acres ± | |
| | Source: Request for Fee Proposal: Land Valuation for Development and Appraisal of City-Owned Real Estate | |
| Gross Building Area | **Unit** | **Size (Square feet)** |
| | Garson Studios | 49,200 |
| | Driscoll | 22,200 |
| | Benildus Hall | 27,757 |
| Legal Use | Zoning: C-2 (General Commercial District) & Midtown Local Innovation Corridor (Midtown LINC) Overlay District | |

**1600 St. Michaels Drive, Midtown Studios Pere**




The subject is approximated on the aerial photograph by representatives from the City of Santa Fe

**VALUE INDICATIONS**

| Component | Value |
|---|---|
| Benildus Hall - Office | $2,590,000 |
| Garson Studios – Soundstage/Office | $6,100,000 |
| Driscoll – (future) Soundstage/Office | $950,000 |
| Excess land | $1,760,000 |
| **Final Value** | **$11,400,000** |

| Extraordinary Assumptions |
|---|
| The property is subject to at least two City of Santa Fe Resolutions (No. 2018-54 and 2022-12), which result in the proposed, and now assumed, rezoning from a R-5 Residential Zone to a C-2 General Commercial District. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| The property has had two Phase 1 and one Phase 2 Environmental Site Assessment Reports completed and it is assumed any and all environmental concerns were addressed. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
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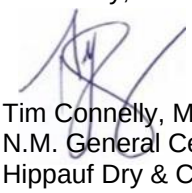
| According to the appraiser the Driscoll structure should be converted into a soundstage with the remaining space used as supportive office. There have been some structural issues identified that could make the conversion of the building inappropriate. If the structure is found to be structurally adequate or financially feasible to be renovated to be adequate, the results of this appraisal are subject to change. |
| Note: If these assumptions should prove inaccurate, the subject's value could be impacted. |

## CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. I completed real estate consulting work on a neighboring property of the subject. This work was completed for parties that are the potential purchaser of the subject of this report.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*
- I have made a personal inspection of the property that is the subject of this report
- I have personal knowledge of all comparable properties referenced within this report
- The use of this appraisal report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives
- Suzanna Denison provided significant real property appraisal assistance to the person signing this certification. Suzanna assisted with the property inspection, introduction and description sections and overall formatting of the report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives
- As of the date of this report, Tim Connelly has completed the continuing education program for Designated Members of the Appraisal Institute
- As of the date of this report, Tim Connelly has completed the requirements for the continuing education program of the State of New Mexico Real Estate Appraisers Board for General Certification.
- Tim Connelly has the education, knowledge, experience, resources, and geographic competency to appraise a property of this type in this location
- My certification and any professional designations are currently valid, in good standing and not subject to any restrictions or pending actions/sanctions
- The appraisal has been completed in accordance with the Clients Engagement Requirements

Certified by,



Tim Connelly, MAI
N.M. General Certificate #03225G
Hippauf Dry & Connelly
404 Brunn School Road, Building B
Santa Fe, NM 87505
EIN #82-3614121

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been prepared with the following specific assumptions:

1. It is assumed that the supporting documentation provided for the appraisal is correct.
2. I have relied on information prepared by licensed professionals in making certain decisions in the process of this appraisal. I have accepted this information as accurate, based on the fact that they represent matters beyond my expertise as an appraiser along with the fact that they were prepared by recognized professionals.

This report has been made with the following general assumptions:

3. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
4. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
5. Responsible ownership and competent property management are assumed.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the report. Please refer to the discussion of zoning found within the report.
11. It is assumed that all required licenses, permits, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
13. Unless otherwise stated in this report, the existence of hazardous substances, including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to my attention nor did I become aware of such during the inspection. I have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, I am not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such condition, or for any expertise or engineering knowledge required to discover them.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

The report has been prepared with the following limiting conditions:

15. The conclusions expressed in this appraisal report apply only as of the stated date of the appraisal and I assume no responsibility for economic or physical factors occurring at some

later date which may affect the opinions stated herein.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization.
17. By reason of the assignment, I am not required to give consultation, testimony, or be in attendance in court or any other hearing with reference to the property unless written contractual arrangements have been previously made relative to such additional services.
18. Disclosure of the contents of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
19. Neither all, nor any part of this report, or copy thereof shall be used for any purposes by anyone other than the client to which the report is addressed without the prior written consent of the appraiser, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, or any other means of communication (including without limitation prospectus, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the appraiser.

| **Extraordinary Assumptions** |
|---|
| The property is subject to at least two City of Santa Fe Resolutions (No. 2018-54 and 2022-12), which result in the proposed, and now assumed, rezoning from a R-5 Residential Zone to a C-2 General Commercial District. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| The property has had two Phase 1 and one Phase 2 Environmental Site Assessment Reports completed and it is assumed any and all environmental concerns were addressed. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| The subject has excess land. No survey or engineering report has been provided to the appraiser to calculate the excess land. The appraiser has utilized lot coverage ratios in order to produce an amount of excess land. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| According to the appraiser the Driscoll structure should be converted into a soundstage with the remaining space used as supportive office. There have been some structural issues identified that could make the conversion of the building inappropriate. If the structure is found to be structurally adequate or financially feasible to be renovated to be adequate, the results of this appraisal are subject to change. |
| Note: If these assumptions should prove inaccurate, the subject's value could be impacted. |

## INTRODUCTION

**Appraisal Report:** This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice 2024. The report and the level of information in the report are based on the needs of the client.

**Property Identification:** The subject of the appraisal is comprised of commercial – mixed use of offices, film studios, and a former gymnasium/fitness center located on multiple tracks located at 1600 St. Michaels Drive, Santa Fe, NM 87505. This is a portion of the property formerly known as the Santa Fe University of Art & Design.

**Property Ownership and History:**

| Property | Current Owner |
|---|---|
| 1600 St. Michaels Drive | City of Santa Fe |
| **Comments** | |
| The subject property is currently vested in the name of City of Santa Fe, who acquired title to the property in September 2009. | |

The subject property has a longstanding history in the City of Santa Fe. Originally founded as St. Michael's College in 1859 by four brothers of the De La Salle Christian order as a Catholic facility, it grew to include secondary and higher education. In 1947, the property expanded when an adjacent portion of the abandoned Bruns Army Hospital, including army barracks used during World War II, was purchased by the College of Christian Brothers of New Mexico. In 1966, the subject was renamed the College of Santa Fe and in 1985, the Santa Fe Art Institute opened on the campus.

In September of 2009, the City of Santa Fe purchased the college from the Christian Brothers for $19,500,000 and signed a 26-year lease with the for-profit educational company Laureate Education, who relaunched the school as Santa Fe University of Art and Design. During the summer of 2018, the Santa Fe University of Art and Design gave notice that they would be vacating the facility due to financial difficulties.

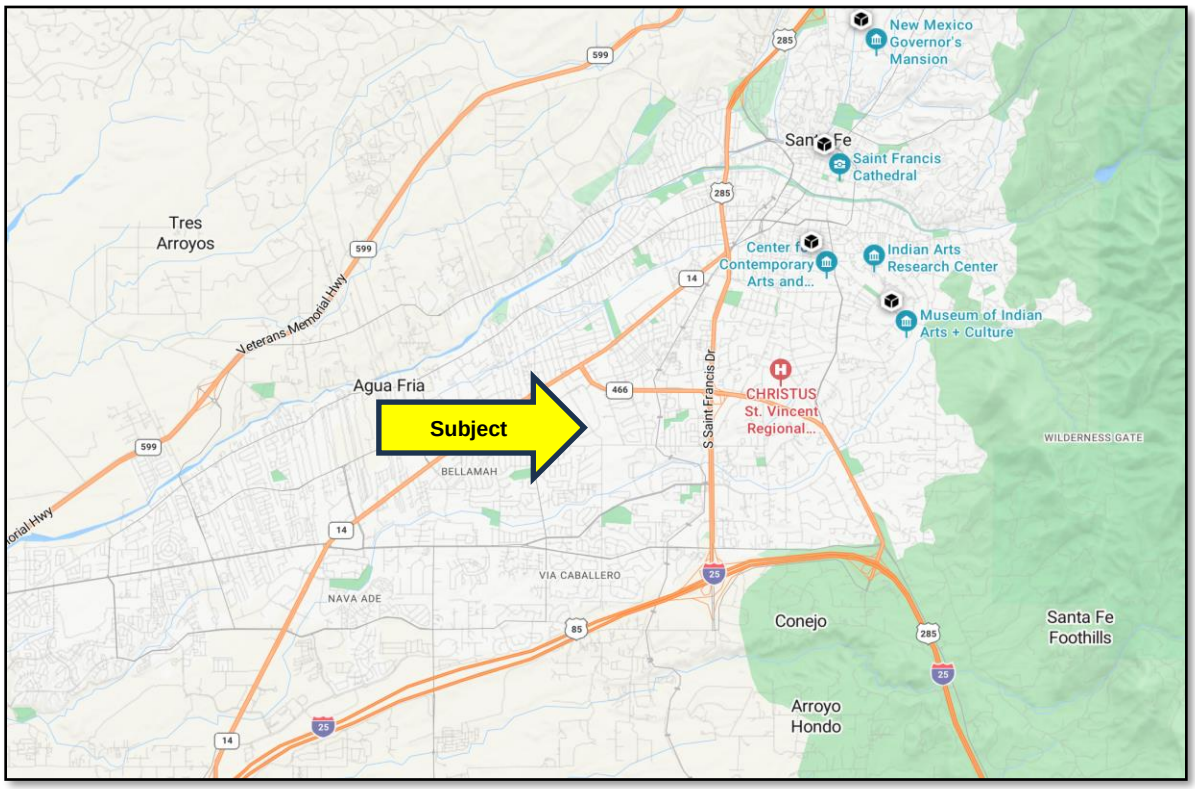
Since 2020, the City of Santa Fe has initiated large-scale redevelopment plans for the subject property and film studio production began in earnest with most useable buildings leased with annual terms for film productions. In March of 2022, the adjacent

8.6-acre Shellaberger Tennis Center was purchased for $6.7 million by PE Real Estate Holdings and converted into sound stages and film production warehouses.

In February of 2023, a community development plan to address affordable housing, arts, film, and library with educational programming was approved after a series of public meetings. In March of 2023, the Midtown Studios Film Productions/PE Real Estate Holdings, the current tenants, submitted a proposal for redevelopment and expansion of the subject property as a “Studio Village” through a Request for Proposals initiated from the City of Santa Fe. It is the understanding of this appraiser that the sole bidder in this project is now in negotiations with the City to purchase the property that is the subject of this report. A copy of the Purchase Agreement was not provided to the appraiser.

**Location Of The Property**: 1600 St. Michaels Drive, Santa Fe, NM 87505 –
The subject property is located on south side of St. Michaels Drive and on the north side of Siringo Road, having access from these streets. The subject is on the west side of Llano Street, on the east side of Camino Carlos Ray and on the southeast side of Cerrillos Road but does not have access from these streets. The subject is located on the former campus of the private Santa Fe University of Art and Design and surrounded by public property including elementary, mid-school and high schools and City and State public buildings within Santa Fe, NM.

**Location Map**



**Type and Definition of Value:** The purpose of the appraisal is to provide the appraiser's best estimate of the market value of the subject property as of the effective date. The market value definition is defined by FIRREA:

| **Market Value Definition** |
|---|
| The most probable price which a property should bring in a competitive and open market under conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: |
| 1. Buyer and seller are typically motivated;<br>2. Both parties are well informed or well advised, and each acting in what they consider their own best interests;<br>3. A reasonable time is allowed for exposure in the open market;<br>4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and<br>5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1] |

**Intended Use of the Appraisal:** The intended use of the appraisal is to assist the client with asset valuation for negotiation of potential lease/sale.

**Intended User of the Report:** The report is intended for use by the client, City of Santa Fe, Office of Economic Development. Any other party who chooses to rely on this report is advised the appraiser is not obligated to any party other than the original intended user, nor does reliance on the report by a party other than the original intended user result in such party becoming an intended user of the report.

**Interest Valued:** The subject is comprised of commercial – mixed use of offices, film studios, and a former gymnasium/fitness center that are available to be leased. Over the past several years the leases have short terms because the owner is attempting to sell the property subject to a development plan. As such, this appraisal will produce a final value, subject to fee simple ownership.

| **Definition: Fee Simple Interest** |
|---|
| Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[2] |

**Effective Date of Value:** The effective date of the fee simple market value of the subject property 'as is' is November 15, 2023, which is the date the property was inspected.

[1] Department of Treasury, 12 CFR 34

[2] The Appraisal Institute, The Dictionary of real Estate Appraisal, 7th ed., (Chicago: Appraisal Institute, 2022), p. 73

**Date of the Report**: March 4, 2024

**Legal Description**: A survey on the subject has not been completed. The subject is a portion of the former College of Santa Fe, Located within Section 34, T17N, R9E within the City and County of Santa Fe, New Mexico

**Property Taxes**: The subject property is owned by the City of Santa Fe and is not subject to property taxation. If the property is conveyed to private ownership, it will be subject to property taxes.

**Scope Of The Appraisal:** This appraisal was prepared in accordance with the *Uniform Standards of Professional Appraisal Practice 2024* and instructions accompanying the definition of market value promulgated by the FDIC. The written reporting format for this assignment is defined by U.S.P.A.P. as an appraisal report. Preparation of the appraisal involved the following:

| **Subject Property** | |
|---|---|
| Midtown Studios (Pere) located at 1600 St. Michaels Drive | |
| The subject property is comprised of several structures over 12+ acres of land. | |
| **Scope of Work** | |
| 1. Inspected the site and the improvements | |
| 2. Gathered and confirmed information on comparable improved commercial sales, rents, operating expenses and capitalization rates. Additionally, collected comparable estimates for demolition. ***Note: Sales were viewed by the appraisers in this firm and confirmed with a party knowledgeable regarding the transactions.*** | |
| ○ Valuation – based on the highest and best use. Confirmed and analyzed the data and applied the following approaches:<br>○ Sales Comparison Approach (buildings and excess land)<br>○ Income Approach: Direct Capitalization<br>• Cost Approach: <u>not</u> developed due to age of improvements/speculative depreciation<br>○ Reconciled these approaches to a final estimate of market value | |
| **Extraordinary Assumptions and Hypothetical Conditions** | |
| Extraordinary assumptions | Yes - used in this report |
| Hypothetical conditions | Not used in this report |

| **Definition: Extraordinary Assumption** |
| --- |
| An assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, or conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis. (USPAP, 2020-2023 ed.)[3] |

Currently, the City of Santa Fe GIS Zoning Map shows that the subject is zoned as an R-5 Residential Zone. However, there are at least two City of Sante Fe Resolutions (No. 2018-54 and 2022-12), in which direct the City Zoning to rezoned the subject to a C-2 General Commercial District.

| **Extraordinary Assumption** |
| --- |
| The property is subject to at least two City of Santa Fe Resolutions (No. 2018-54 and 2022-12), which result in the proposed, and now assumed, rezoning from a R-5 Residential Zone to a C-2 General Commercial District. If this assumption should prove to be inaccurate, the subject's value could be impacted. |

The subject has had two Phase 1 Environmental Site Assessment Reports, where several Recognized Environmental Conditions were concluded and then addressed by a Phase 2 Environmental Site Assessment Report. The results of those Phase 2 procedures were negative of any environmental impact.

| **Extraordinary Assumption** |
| --- |
| The property has had two Phase 1 and one Phase 2 Environmental Site Assessment Reports completed and it is assumed any and all environmental concerns were addressed. If this assumption should prove to be inaccurate, the subject's value could be impacted. |

Currently, there is no known survey of the subject property. As such, the appraiser has used lot coverage ratios to calculate the excess land amount.

| **Extraordinary Assumption** |
| --- |
| The subject has excess land. No survey or engineering report has been provided to the appraiser to calculate the excess land. The appraiser has utilized lot coverage ratios in order to produce an amount of excess land. If this assumption should prove to be inaccurate, the subject's value could be impacted. |

[3] Ibid., p. 68

No items of personal property are included in this appraisal. Aside from a casual inspection of the property, the appraisal included no assessment of potential environmental hazards.

The appraisal is prepared based on this assumption.

| **To the Best of my Knowledge, this Report Complies with:** |
| --- |
| • The Office of the Comptroller of the Currency Regulation 12 CFR Part 34 minimum standards.<br>• The Appraisal Guidelines of Richard Brown<br>• The New Mexico Real Estate Appraiser Laws<br>• Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation 2020-2023<br>• Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute |

The final determination as to the level and degree of compliance of this report with regard to the foregoing policies and guidelines is the responsibility of any person relying on this report. The appraisal is performed according to Title XI of the Federal Financial Institution Reform Recovery and Enforcement Act (FIRREA). The appraisal is also subject to the appraiser's Certification and Statement of Assumptions and Limiting Conditions which accompany this report.

## Marketing Time and Exposure Time:

The marketing/exposure time discussion follows.

| **Marketing Time Definition** |
|---|
| An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal. (Advisory Opinion 7 and Advisory Opinion 35 of the Appraisal Standards Board of The Appraisal Foundation address the determination of reasonable exposure and marketing time.)[4] |
| **Exposure Time Definition** |
| 1. The time a property remains on the market.<br>2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2023 ed.)[5] |

In a stable market the marketing time and the exposure time should be the same. The Santa Fe market had been in a state of varying levels of decline for several years after the recession, with some of the market exhibiting tepid performance and some of the market exhibiting significant shifts. Those shifts could cause a difference in the marketing time and exposure time. However, based on economic data over the past few years, the market appears to have stabilized with less evidence of shifts in the market that could cause a difference in the marketing or exposure time. Therefore, they have been assumed to be the same in this analysis.

Marketing time will be affected by the supply and demand factors within the marketplace. Typically, support for a marketing time is sought from the known marketing time of similar properties.

| **Subject Property: 1600 St. Michaels Drive** |
|---|
| The subject property is comprised of commercial – mixed use of offices, film studios, and a former gymnasium/fitness center. |

[4] Ibid., p. 116
[5] Ibid., p. 68

Due to the limited number of sales of this property type, the search was extended to all commercial sales in Santa Fe. The MLS commercial improved sales in Santa Fe since 2016 and the current MLS listings are detailed in the following table.

**COMMERCIAL SALES/LISTING TABLE**

| **Sales** | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | **Median** | | | **Average** | | |
| **Year** | **Sales** | **SP** | **DOM** | **SP/LP** | **SP** | **DOM** | **SP/LP** |
| 2023: (thru 11/23/23) | 29 | $825,000 | 345 | 95% | $842,552 | 123 | 94% |
| 2022 | 49 | $907,000 | 90 | 93% | $1,355,150 | 241 | 95% |
| 2021 | 51 | $603,000 | 110 | 97% | $892,640 | 158 | 95% |
| 2020 | 40 | $460,000 | 91 | 95% | $825,531 | 194 | 93% |
| 2019 | 40 | $461,750 | 131 | 96% | $876,824 | 189 | 89% |
| 2018 | 34 | $510,000 | 107 | 91% | $829,485 | 185 | 90% |
| 2017 | 39 | $468,592 | 327 | 94% | $688,567 | 350 | 86% |
| 2016 | 38 | $570,000 | 237 | 99% | $787,965 | 311 | 88% |
| **Listings** | | | | | | | |
| | **Listings** | **Median** | | | **Average** | | |
| **Year** | | **LP** | **DOM** | **SP/LP** | **LP** | **DOM** | **SP/LP** |
| Active | 50* | $955,000 | 1138 | n/a | $1,577,874 | 227 | n/a |
| *Pending:6 current listings | | | | | | | |
| Source: Santa Fe Area Multiple Listing Service | | | | | | | |

The data shows absorption of commercial real estate has been relatively stable from 2016 through 2020 with an increase in 2021 and 2022. There is a 12.2 months' supply based on the 2022 sales and current listings. The median and average market exposure among the sales in the last five years ranged from three to eight months.

**Conclusion**: Due to the subject's location in the fast-growing southwest sector of the city, the subject property is marketable; however, there are several structures and a larger than normal amount of land. If the subject property was actively marketed at or near the appraised value, the marketing time/exposure time is estimated to be three months to two years.

| **Marketing & Exposure Times** | |
|---|---|
| 1600 St. Michaels Drive | Estimated to be three months to two years if actively marketed at or near the current market value.<br>The most likely buyer is a national investor. |

## DESCRIPTION OF REAL ESTATE APPRAISED
### Location Description – City

Santa Fe is a small city located in the Sangre de Cristo Mountains of northern New Mexico. It is the oldest state capital in the U.S., having been established in 1610, and it is known for its historic, cultural and artistic heritage. In general, the population continues to increase. Below is data from the last three census from the U.S. Census Bureau:

**Population Growth: City and County of Santa Fe**

| Area | 2000 | 2010 | Change/ Census Year | 2020 | Change/ Census Year |
|---|---|---|---|---|---|
| City of Santa Fe | 62,203 | 67,947 | 9.23% | 87,505* | 28.78%* |
| Santa Fe County | 129,292 | 144,170 | 11.5% | 154,823 | 7.39% |
| *Includes city's annexation of 13,000+ residents effective January 1, 2014 | | | | | |

Economic indicators such as gross receipts tax, lodger's tax, and real estate sales all grew into the mid-2000's. Gross receipts posted their first decline in fiscal year 2008/2009, with onset of the recession, but they have increased each year since 2010/2011, and in fiscal year 2017/2018 they topped the pre-recession high of 2007/2008. Gross receipts for the fiscal year of 2019 increased approximately 15% from 2018 and decreased approximately 8.1% in 2020 from 2019. For the fiscal year of 2021, gross receipts increased 12.2% from 2020 and in fiscal year 2022, gross receipts decreased 21.4% from 2021. The lodger's tax for the city's hotel/motel rooms has followed the same general pattern; it was up 11% for the 2016/2017 fiscal year compared to the prior fiscal year. It increased 15.2% in 2018 and 14.0% in 2019 and then decreased 68.9% in 2020. In fiscal year 2021, lodger's tax increased 163.9% from 2020. Occupancy increased 2.2% in 2018, compared to 2017 and it decreased slightly by .6% in 2019 from 2018. The occupancy rate decreased from 69.9% in 2019 to 35.9% in 2020 and then increased to 58.8% in 2021 and to 66.8% in 2022. The average daily rate decreased from $146.87 in 2019 to $111.66 in 2020 and then increased to $169.79 in 2021 and to $198.72 in 2022. The decreases in 2020 are likely the result of the Covid-19 health crisis.

The Santa Fe economy is based primarily on tourism and government employment. While neither government nor tourism produces high incomes, the

government sector had been fairly stable until 2020 due to the Covid-19 health crisis. With the tourism declines experienced during the 2008 recession, Santa Fe remained one of the premier tourist destinations in the country according to national surveys. In 2022, the annual average employment for state government within the public sector was up 500 jobs or 0.9% and federal government employment was unchanged from the previous year's employment level. Employment in local government was up 2,800 jobs or 2.9% for 2022 (annual average).

Since 1850, the population in Santa Fe County has continued to increase. The median household income was $64,423 in 2021, higher than the median of $54,020 for New Mexico. With a median home price in 2021 of $315,100, the cost of a home is higher than the median for the state of $184,800. Slightly over 12% of the population lives below the poverty line, compared to 18.4% overall in New Mexico (2021 figures most recent available). The annual unemployment rates not seasonally adjusted for Santa Fe County and New Mexico since 2013 are listed in the following table.

**UNEMPLOYMENT RATE TABLE**

| Area | Annual Unemployment Rate (Not Seasonally Adjusted) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
| New Mexico | 4.0% | 6.8% | 8.4% | 5.0% | 4.9% | 6.1% | 6.7% | 6.6% | 6.6% | 6.9% |
| Santa Fe County | 3.6% | 6.2% | 8.3% | 4.2% | 4.1% | 5.0% | 5.3% | 5.4% | 5.4% | 5.6% |

Source: New Mexico Workforce Connection

The unadjusted unemployment rate for the City/County of Santa Fe was 3.4% for September 2023 (the latest data available), which is down 0.6% from the previous month, August 2023, and 0.5% lower than the previous year, September 2022. The city/county rate is lower than the state average of 3.5% and lower than the national average of 3.6% for September 2023. The rates for the city/county, state and national average all decreased slightly from August 2023.

Residential real estate sales volume (single family, condo, duplex, townhouse, x-plex) in the Santa Fe area (MLS Areas 001, 002, 003, 003N, 003S, 004N, 004S, 013) topped out in 2005, and the number of sales in 2018 was the highest since 2006, having increased each year since 2009 until 2014 and fluctuated thereafter; 2018 sales volume increased approximately 8.8% from 2017. The 2019 sales volume declined 3.4% from 2018, the 2020 sales volume declined 1.7% from 2019, the 2021 sales volume increased 15.4% from 2020 and the 2022 sales volume declined 51% from 2021.

Median sale price peaked in 2007 and for 2019 it was the same as the top of the market. It increased 1.7% for 2019, 15% for 2020, 9.3% for 2021 and 14.94% for 2022. Both median and average residential sale prices have remained relatively stable from 2011 through 2015 and subsequently increased each year. The median and average sale prices from 2016 through 2022 are shown in the following table.

**Median and Average Residential Sales Prices**

| Year | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|---|---|
| **Median Sale Price** | $500,000 | $435,000 | $398,000 | $345,900 | $340,000 | $300,000 | $290,000 |
| **Average Sale Price** | $688,637 | $608,316 | $533,850 | $472,703 | $456,428 | $418,063 | $393,008 |
| **Note**: MLS Areas 001, 002, 003, 003N, 003S, 004N, 004S & 013; Single Family, Condo, Duplex, Townhouse & X-plex | | | | | | | |

The total number of building permits in Santa Fe for single unit homes and multi-unit homes are shown in the following chart.

**Building Permits for Single Unit/Multi-Unit Privately Owned Housing Units**

| Year | Single Unit Homes | Multi-Unit Homes | Total |
|---|---|---|---|
| 2019 | 344 | 245 | 589 |
| 2020 | 279 | 298 | 577 |
| 2021 | 228 | 612 | 840 |
| 2022* | 178 | 300 | 478 |
| *Preliminary | | | |
| Source: US Census Bureau | | | |

The most current data available for commercial building permits is 2015. In 2015 there was 192,000 square feet of new commercial development (the ten-year annual average is approximately 100,000 square feet), compared to the prior two years new construction of 141,000 square feet (2014) and 144,000 square feet (2013).

**Conclusion:** The economic outlook for Santa Fe and the surrounding metro area is moderate as of the effective appraisal date. Commercial properties are oversupplied, while there is an undersupply among residential properties. Most of the residential markets are appreciating. Absorption of commercial real estate has been relatively stable from 2015 through 2020, then increased in 2021 and decreased slightly in 2022. All the data indicates a generally level economy in the area, and there is no reason to believe the foreseeable future will change greatly.

## Location Description – Neighborhood

| Subject Neighborhood |
| --- |
| The subject's immediate neighborhood may be described as the commercial corridor extending along St. Michaels Drive from its intersection with Cerrillos Road to the St. Francis Drive overpass. |

The subject is located within the Midtown development near the physical center of Santa Fe, southwest of St. Michaels Drive in a secondary location surrounded by property owned by the City of Santa Fe, the State of New Mexico and private ownership on the south and on the west side by Santa Fe Public Schools. The Midtown Campus is currently undergoing planning for redevelopment. The subject lies within the transition from the commercial/institutional use along St. Michael's Drive to the Bellamah tract home neighborhood south of Siringo Road.. St. Michaels Drive is a primary commercial arterial within southern Santa Fe, connecting the eastern portion of the city and western portion of the city. The area along St. Michaels Drive in the subject's neighborhood consists primarily of commercial development and institutional development backed by mixed commercial/industrial and residential to the south. The commercial retail development is primarily concentrated on St. Francis Drive and Cerrillos Road.

Immediately surrounding the subject, the land use is almost entirely institutional, including the former Santa Fe University of Art and Design, a public library and middle school farther to the southeast, three New Mexico state office/warehouse facilities to the southwest and an elementary school to the southwest and a park farther to the west/southwest. The largest public high school also lies directly southeast of the subject, at the southeast corner of Siringo Road and Yucca Street. Retail uses along St. Michael's Drive include several small to large sized strip retail centers, car dealerships, banks, restaurants, various local retail businesses and offices. The St. Michael's commercial corridor has been targeted by the City for redevelopment with higher density commercial and possibly multi-family development through planning and zoning.

**Conclusion:** The defined neighborhood encompasses an active retail commercial area in Santa Fe. This is a very viable area economically, and the outlook for the future is good.

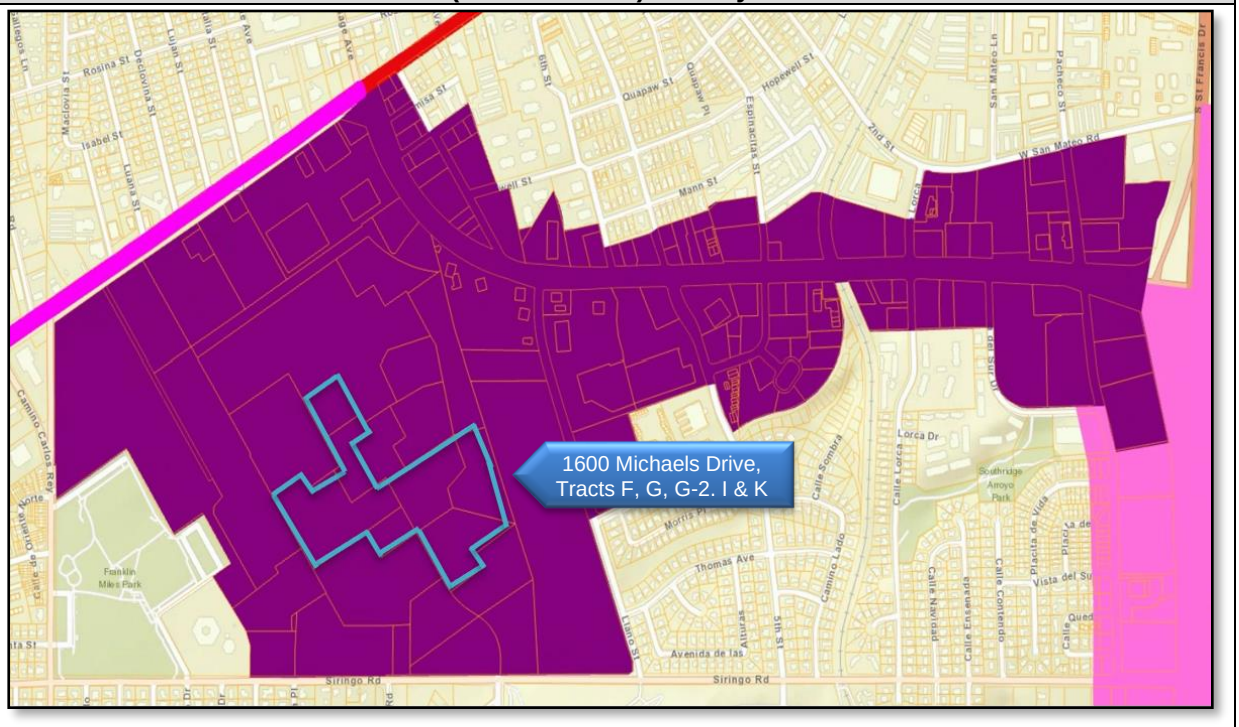
## Legal Use of the Property

Although the subject property has operated as an educational and film production property, it has been zoned R-5 Residential. More recently, through a City of Santa Fe Resolution 2018-54 and 2022-12, the property is in the formal process of being rezoned to C-2, which will be the base zoning considered in this report. In addition to this base zoning the subject is located within the Midtown Local Innovation Corridor (Midtown LINC) Overlay District and the Opportunity Zone: Census Tract 11:03 Midtown Campus Area. Each of these distinct regulations are exhibited below and in the following pages.

| **Subject Zoning** | |
|---|---|
| C-2 (General Commercial District) | |
| **Purpose: General Commercial Districts** | |
| The C-2 General Commercial District includes areas along *streets* carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip *commercial development* , to preserve the carrying capacity of the *streets* and to provide for *off-street parking* and loading. | |
| Source: Santa Fe Land Development Code (14-4.3 Definitions) | |
| **Zoning Detail: C-2 (General Commercial District) (Note 1)** | |
| Minimum District and Lot Size | None; open space requirements see Section 14-7.5(D)(8)(c) |
| Maximum Height of Structures | 45 feet |
| Minimum Setback Requirements (See Note 1 below for additional setback regulations) | Front: 15 feet<br>Side: 0 feet<br>Rear: 10 feet (See Note 2 for setback abutting residential district) |
| Maximum Lot Coverage (%) See Note 8 for non-residential open space requirements | 60% |
| Notes [From Section 14-7.3-1]<br>1. Additional regulations, see also:<br>Section 14-5 Overlay Districts and official zoning map. Provisions of overlay districts, including historic, escarpment or neighborhood districts may override standards in this table;<br>Section 14-8.4(J)(3), fifteen-foot buffer required nonresidential uses adjacent to residential uses;<br>Section 14-8.4(I)(2)(d), five-foot planting strip where parking lot abuts street required yard;<br>Section 14-8.2(D)(4)(e)(i), setback from shoulder of arroyo, stream of watercourse; and<br>Section 14-7.1(D), required yards.<br>2. Additional regulations: Rear yard ten feet, except on the rear of a lot abutting a residential district, in which case there shall be a required rear yard of not less than twenty-five feet or twenty percent of the depth of the lot, whichever is the least. See also Section 14-8.4(J)(3) Landscape Buffer for Nonresidential Uses, fifteen-foot buffer required for nonresidential uses adjacent to residential uses.<br>8. See Section 14-7.5(D) for amount of open space required for non-residential uses.<br>From Section 14-7.5(D)(8)(c)<br>(8) Open Space Requirements<br>(c) C-2 District - *Open space* is required for each ground-floor *dwelling unit* at a minimum of two hundred fifty (250) square feet. *Dwelling units* located above the ground floor are not required to provide *open space* . | |
| Source: Santa Fe Land Development Code (14-7.3 Definitions) | |

| **Extraordinary Assumption** |
|---|
| The property is subject to two City of Santa Fe Resolutions (2018-54 and 2022-12), which resulted in the proposed, and now assumed, rezoning to C-2 General Commercial District. If this assumption should prove to be inaccurate, the subject's value and/or marketability could be impacted. |

**Midtown Local Innovation Corridor (Midtown LINC) Overlay District**




**Purpose: Midtown Local Innovation Corridor (Midtown LINC) Overlay District**

The purpose and intent of the Midtown Local Innovation Corridor (LINC) Overlay District is to:

(a) Strengthen and animate the built environment and the business and population links within the demographic and geographic center of the city between the existing employment centers of the Santa Fe University of Art and Design and surrounding uses to the west and the Christus St. Vincent Regional Medical Center and related medical uses to the east;

(b) Incentivize multi-family residential development, complementary non-residential uses, and an enlivened, street-oriented pedestrian environment by freeing development capacity of existing under-developed land and buildings for these targeted uses, while allowing existing uses to continue as redevelopment occurs;

(c) Allow for innovative development and redevelopment of the district while providing buffering between the district and existing residential development outside of the district by the application of amended land development regulations and fees and by establishing conditions precedent for future infrastructure enhancements and the application of other redevelopment and financing tools;

(d) Promote a more healthy, safe, and enjoyable environment within the city's midtown area through the enhancement of pedestrian and bicycle accessibility and safety, landscaping and other street-related amenities and the eventual reduction of traffic speeds and provision of on-street parking, bicycle lanes, and improved crosswalks; and

(e) Provide flexibility in sign design and location so as to maintain effective communication, business identification and wayfinding for existing buildings whose visibility may be reduced by new development.

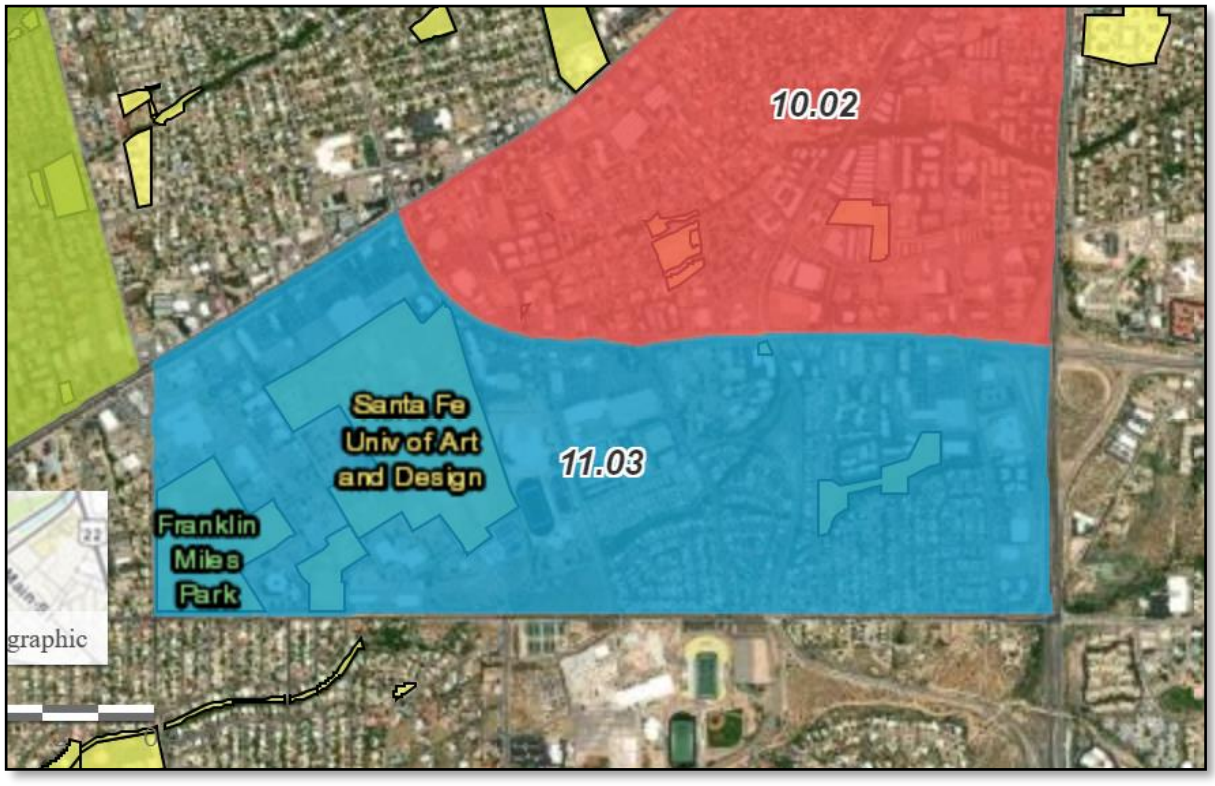
Source: City of Santa Fe Ordinance No. 2019-19

The LINC establishes standards for “qualifying projects” that meet the City’s objectives for redevelopment of the corridor. The LINC allows for a greatly expanded range of uses and qualifying projects are subject to relaxed standards for setbacks, height restrictions, landscaping and parking standards and also qualify for certain fee

waivers and/or reductions (construction permit fees, impact fees, water UECs, etc.). Importantly, qualifying projects of a certain size can be approved through administrative review, rather than going through a more traditional review and hearing at the Planning Commission.

**Opportunity Zone: Census Tract 11:03 Midtown Campus Area**

**Additional:** Opportunity Zone-Census Tract 11.03: Midtown Campus Area
*Federal Opportunity Zones (QOZ's) are a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. The QOZ program provides a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds (QOF's) that are dedicated to investing into QOZ's designated by the chief executives of every U.S. state and territory.*
*Governor Martinez approved the subject census tract for designation to the US Treasury. Finally, designation approval was received by U.S. Treasury in June 2018.*




Source: *https://www.santafenm.gov/opportunity_zones_in_santa_fe*

## Resolution No. 2022-12

This Resolution was passed February 23, 2022 and set in-motion the steps the City of Santa Fe would take towards the reuse and redevelopment of the former College of Santa Fe, which is now referred to as the "Midtown Property". This resolution was the direct ascendant of Resolution No. 2018-54, which established to City's public policy

goals for the City owned property. As No. 2022-12 pertains to the subject property, the following actions were stated:

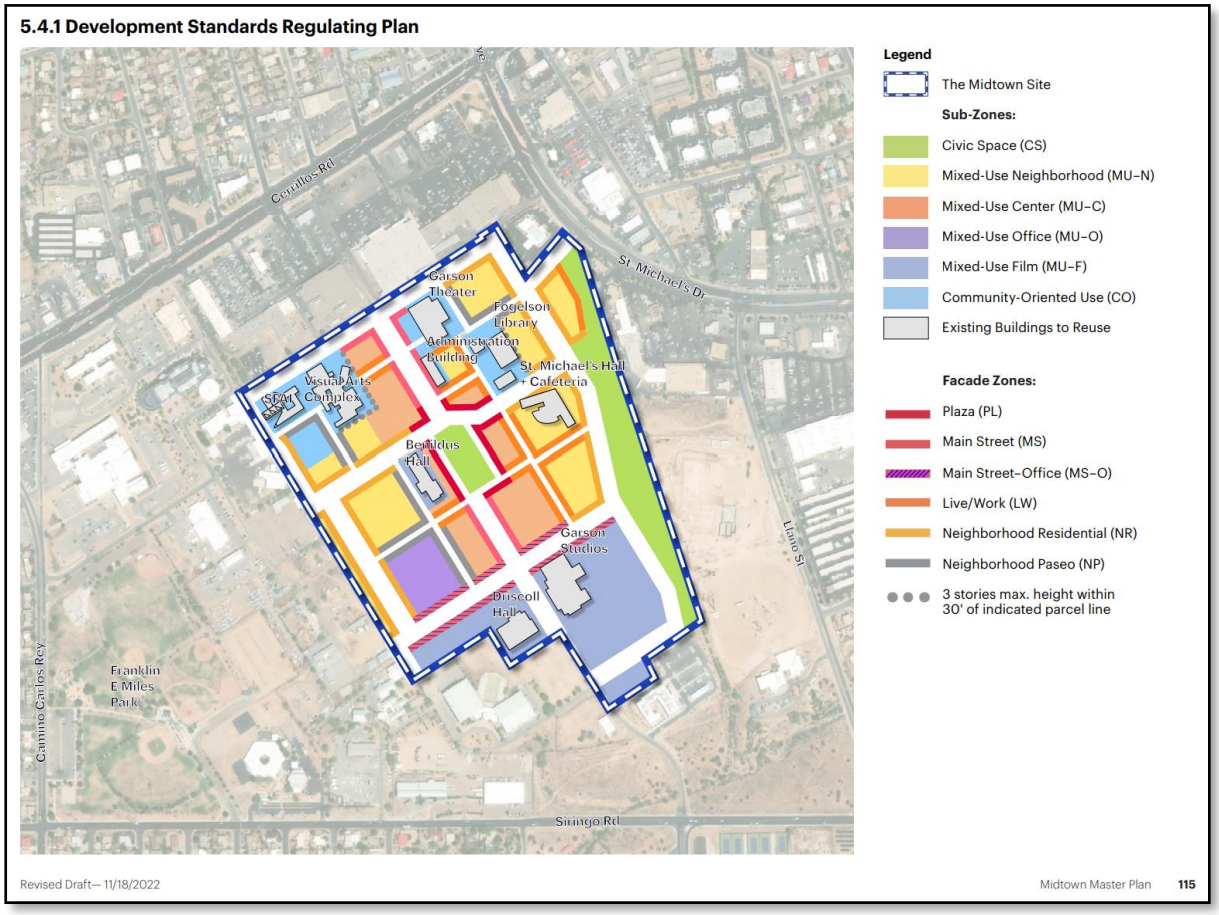
- Rezone the entire campus to C-2 commercial.
- Issue an RFP for the redevelopment, expansion, and operation of the Garson Studios for the purpose of creating a full-service studio for film or multimedia.

**Midtown Proposed Master Plan**

The City of Santa Fe's proposed Midtown Master Plan (the Midtown Land Development Plan), dated November 21, 2022, provided new development standards for the subject property in Chapter 5. The development standards are comprised of sub-zone (controls use) and façade (controls building masing and design) standards. The sub-zones support the objectives of the Census Tract 11:03 Midtown Campus Area Opportunity Zone and Midtown LINC Overlay District, as well as Resolution No. 2022-12, which rezones the subject to a C-2 General Commercial District to allow for commercial, retail and residential uses. The subject is covered within two sub-zones, namely the mixed-use film (for film production activities focused in the Garson Studios) and mixed-used office (for service commercial uses between film production and residential uses). These two sub-zones require that the subject's use will be for film and media purposes.

See the Development Standards Regulating Plan below for an illustration of the subject's film and office mixed-use sub-zones designations.

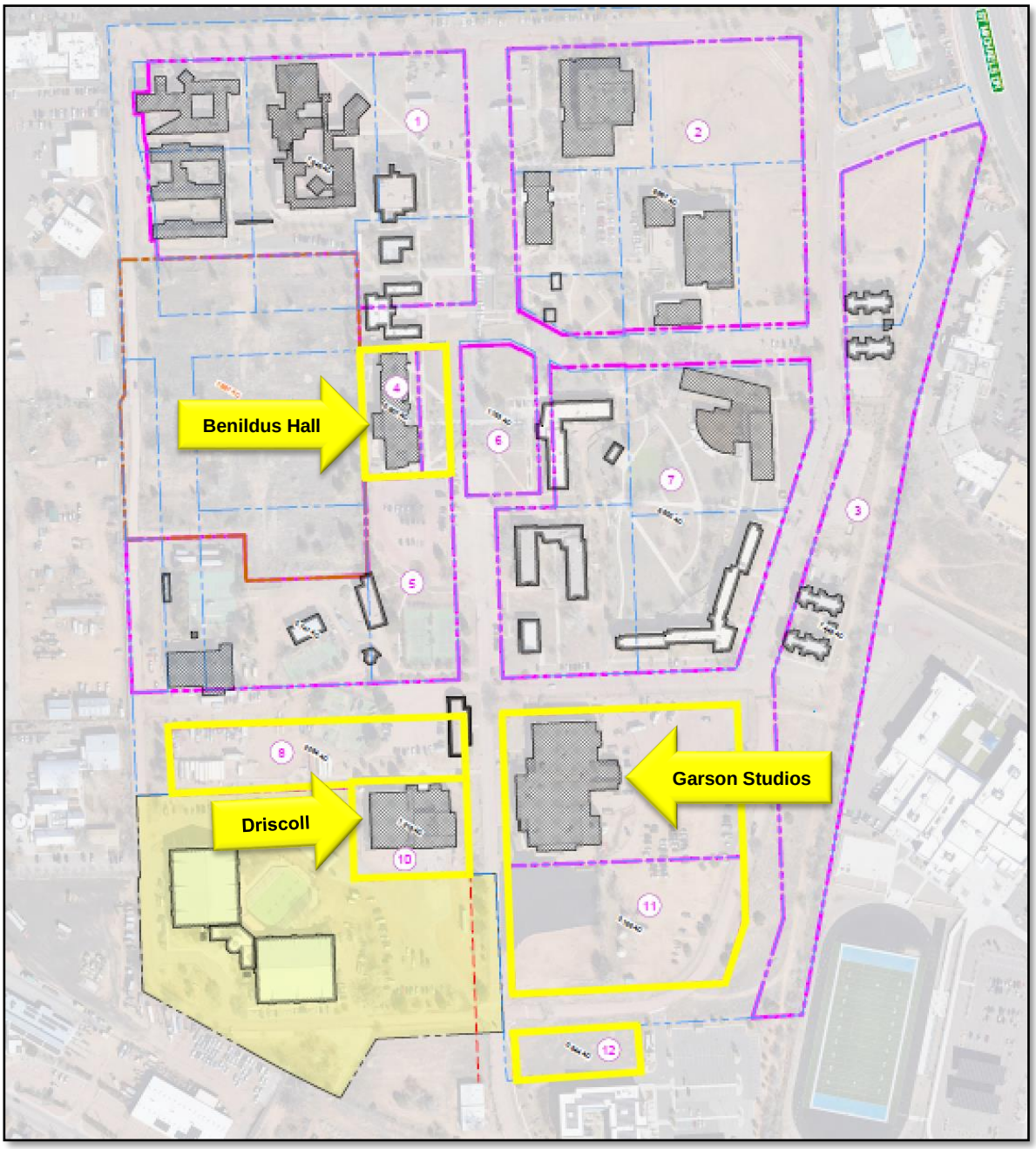
**Midtown Proposed Master Plan**




Source: City of Santa Fe Midtown Proposed Master Plan (11/21/2023)

## Property Description
## Site

| Site: 1600 St. Michaels Drive |
|---|
| The subject site consists of 12.24 acres ±. |




The subject is approximated on the aerial photograph by representatives from the City of Santa Fe

| Site Details: Midtown Studios Pere | |
|---|---|
| Size | Total Site Size: 533,153 square feet or 12.24 acres ±<br>Source: Client |
| Shape/Topography | Irregular/At street grade |
| Frontage | Alumni Drive on the east, south and west site boundaries |
| Access | Alumni Drive, a paved 2-lane street which lacks curbs, gutters, or sidewalks |

| | |
|---|---|
| Easements/ Encroachments | Plat or title work not provided |
| Legal Use | Zoning: C-2 (General Commercial District) & Midtown Local Innovation Corridor (Midtown LINC) Overlay District |
| Flood | Flood Zone X: Site is located in an area of minimal flood hazard.<br>Flood Insurance Rate Maps 35049C0411E dated 12/4/2012 and 35049C0413E dated 12/4/2012. |
| Utilities | All/public (water, sewer, electricity, natural gas, telephone, internet) |
| Soil | A soil survey was not provided, and it is not known if one has been prepared. Construction on neighboring properties and on the subject appears to be stable. For the appraisal, it is assumed that soils are adequate to support construction. However, no warranties are made or implied by the appraiser. |
| Comments | No external obsolescence was noted |

**Environmental Site Assessment**

The subject property has had two Phase 1 Environmental Site Assessment (ESA) Reports completed in the last several years. In April of 2021 the City of Santa Fe completed the first Phase I report. This report, done by Souder, Miller & Associates, covered the entire 64.22 acres campus property. The second Phase I report was done by Western Technologies in September of 2023. This report covered the 12.24 acres ± that is the subject of this report.

Central to both reports was the Recognized Environmental Conditions (REC) exhibited within the findings. These REC included:

- Adjacent property chlorinated solvent groundwater contamination.
- Vehicle maintenance stains visible, requiring Phase 2 soil samplings.
- Existing Aboveground Storage Tanks (AST) in use with no apparent spills/stains.
- Former Underground Storage Tanks (UST) removed with no apparent spills/stains.
- Backfill with demolition debris, requiring a Phase 2 ESA, which identified Asbestos-Containing Materials (ACM)

According to Tim Farrell, a Property Development Manager for the City of Santa Fe, these RECs were addressed by Western Technologies who completed a Phase 2 ESA Report where soil samples (borings) and analysis were conducted. The results of those procedures were negative of any environmental impact.

| **Extraordinary Assumption** |
| --- |
| The property has had two Phase 1 and one Phase 2 Environmental Site Assessment Reports completed and it is assumed any and all environmental concerns were addressed. If this assumption should prove to be inaccurate, the subject's value could be impacted. |

## Excess Land Calculation

| Excess Land – Definition |
| --- |
| Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.[6] |

No planning or engineering has been provided to produce an exact amount of excess land on the subject. The subject site has a number of existing structures that have immediate use/utility, as well as a number of buildings that should be razed and removed. All commercial structures have requirements/needs for parking, landscaping/open space and emergency needs. Based on the nature of the filming industry a larger than normal amount of ancillary lands are needed; however, the subject's cumulative land size allows for parking "spill-over" situations.

Benildus Hall (former education use – currently rented as professional office) is a structure that is are common in Santa Fe and there is considerable data to produce an estimate for needed ancillary lands. Because of the project design, Benildus does not have adequate parking. In order to provide the needed parking, the owner and the prospective buyer have agreed to a proposed land lease in the area immediately south of the structure. As such, the land calculated for Benildus Hall is comprised of a small lot under the structure and a small lot immediate to the east of the structure, which total 53,078 square feet.

The lot coverage ratios for the Garson Studios and Driscoll buildings are uncommon because they have soundstages, which require parking for large trucks and temporary trailers, as well as professional office space. Excess parking for the Garson Studios is evident due to the additional parking lease, even though the amount of parking area is not specified in the lease. Based on interviews with subject representatives and tenants, the lot ratio at Garson Studios appears to be 25%. Because the Driscoll Building is considered a "smaller" version of Garson Studios, the same lot coverage is applied.

[6] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., (Chicago: Appraisal Institute, 2022), p. 66

The calculation for the lands needed for each of the useable structures on the subject is exhibited below with the final estimate of the subject's excess land. It is noted that the amount of land connected to Benildus (53,078 sf) is subtracted from the total site size.

| Component | Bldg. size | Land Size needed | 480,075 sf Site |
|---|---|---|---|
| Garcon Studios | 49,200 sf | 196,800 sf | (196,800) |
| Driscoll | 22,200 | 88,800 sf | (88,800) |
| | | **Excess Land Total** | **195,275 square feet** |

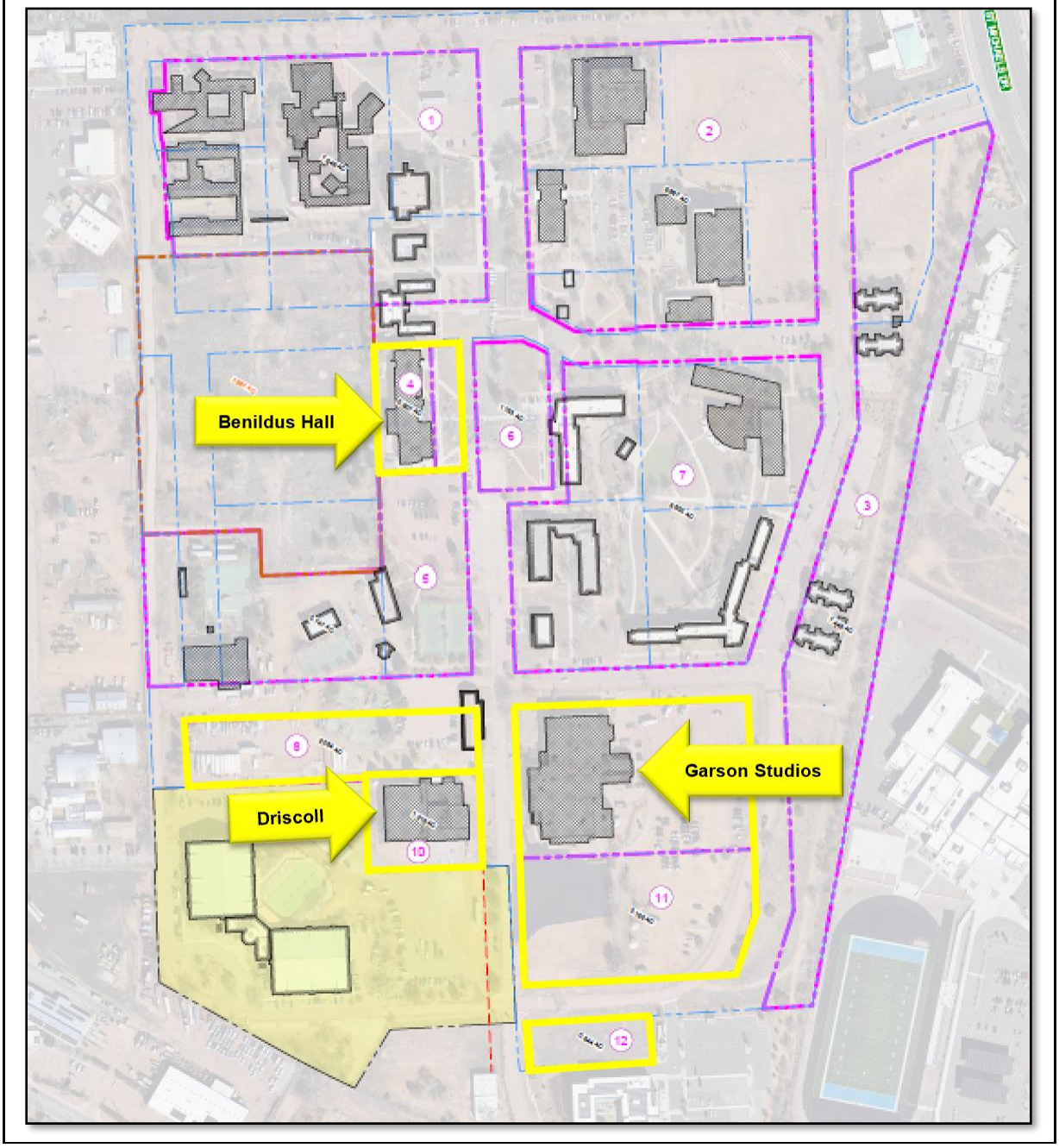
The subject's excess land is estimated to be 195,275 square feet in size.

| **Extraordinary Assumption** |
|---|
| The subject has excess land. No survey or engineering report has been provided to the appraiser to calculate the excess land. The appraiser has utilized lot coverage ratios in order to produce an amount of excess land. If this assumption should prove to be inaccurate, the subject's value could be impacted. |

## Improvements

**Subject: Midtown Studios Pere**

The subject improvements are comprised of three buildings.



| **Garson Studios: Building Details** | |
|---|---|
| Current Use | Three sound stages/professional offices/theater |
| Building Type | Steel constructed with wood framing |
| Building Areas | Gross: 49,200 square feet<br>Three sound stages (A: 14,000 sf; B: 7,500 sf; and C: 2,100 sf)<br>The Screen Theater: 2,000 sf<br>Professional offices: 23,600 sf |
| Number of Stories | Two |
| Basic Structure | Steel/concrete/wood-framed building on a slab |
| Foundation | Masonry |
| Exterior Wall Cover | Stucco |
| Roof | Built-up composition |
| Interior Wall Cover | Drywall and acoustical panels with sound proofing in the sound stages |
| Flooring | Carpet and wood over concrete slab |
| Ceiling | Suspended acoustical tile and exposed |
| HVAC | Roof mounted HVAC system |
| Restrooms/Plumbing | Multiple with male and female locker rooms |
| Lighting | Fluorescent and recessed |
| Utilities | Full/public (water, sewer, electricity, natural gas, telephone) |
| Age | Constructed in 1991<br>*Estimated effective age: 22 years (based on observation/level of maintenance)*<br>*Remaining economic life: 28 years* |
| Quality/Condition | Average<br>*Property has been maintained on a regular basis since its construction* |
| Parking | Adequate for current use |
| Comments | Property was constructed for film production. Sound stages have upgraded electric and structural reinforcement from ceilings. Ready to rent |
| Deferred Maintenance | A Facility Assessment Report was completed by Wilson Company on January 4, 2023, to ascertain the cost to address the building's deferred maintenance. According to the report the cost is $2,696,459. |

**Garson Studios: Photos**





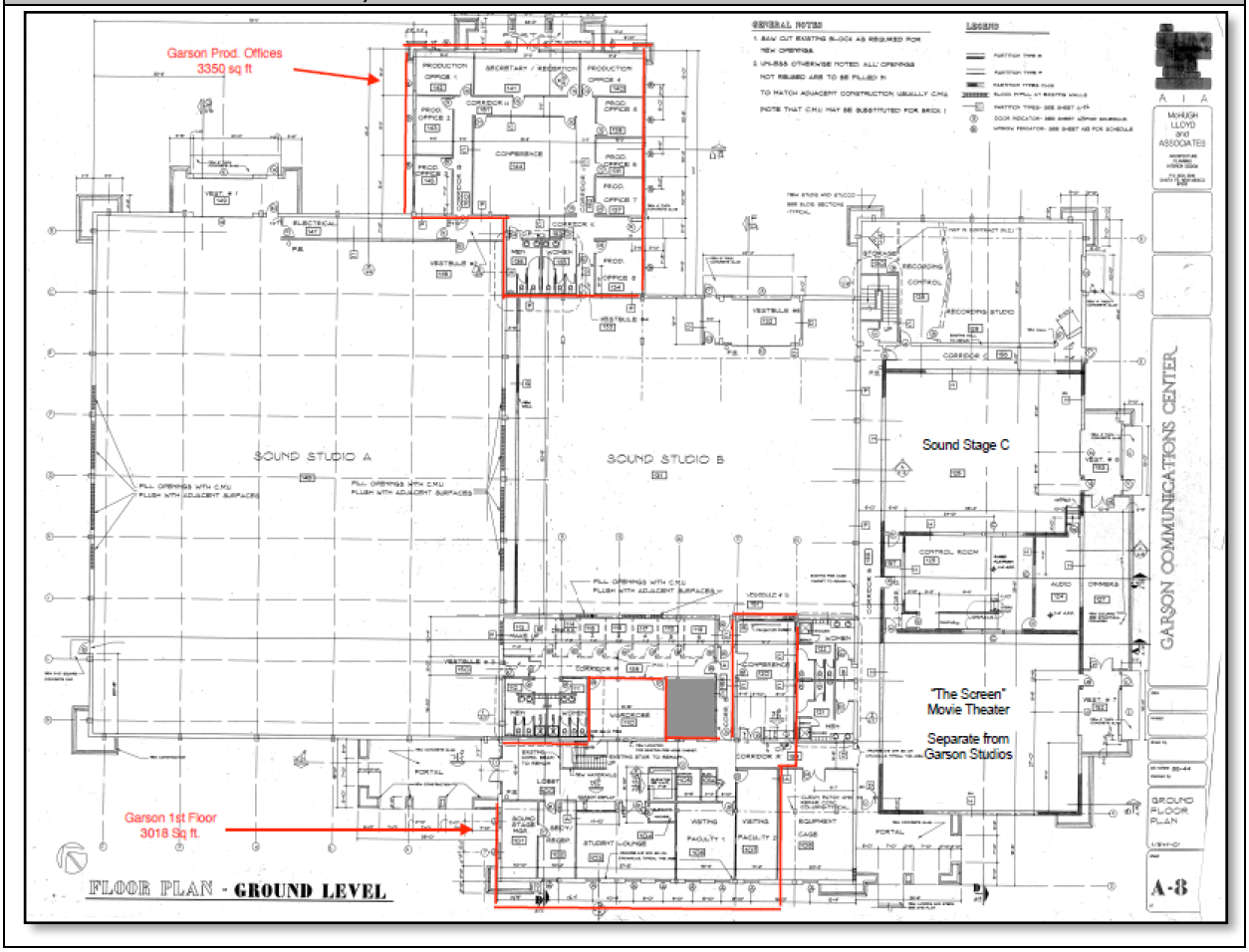




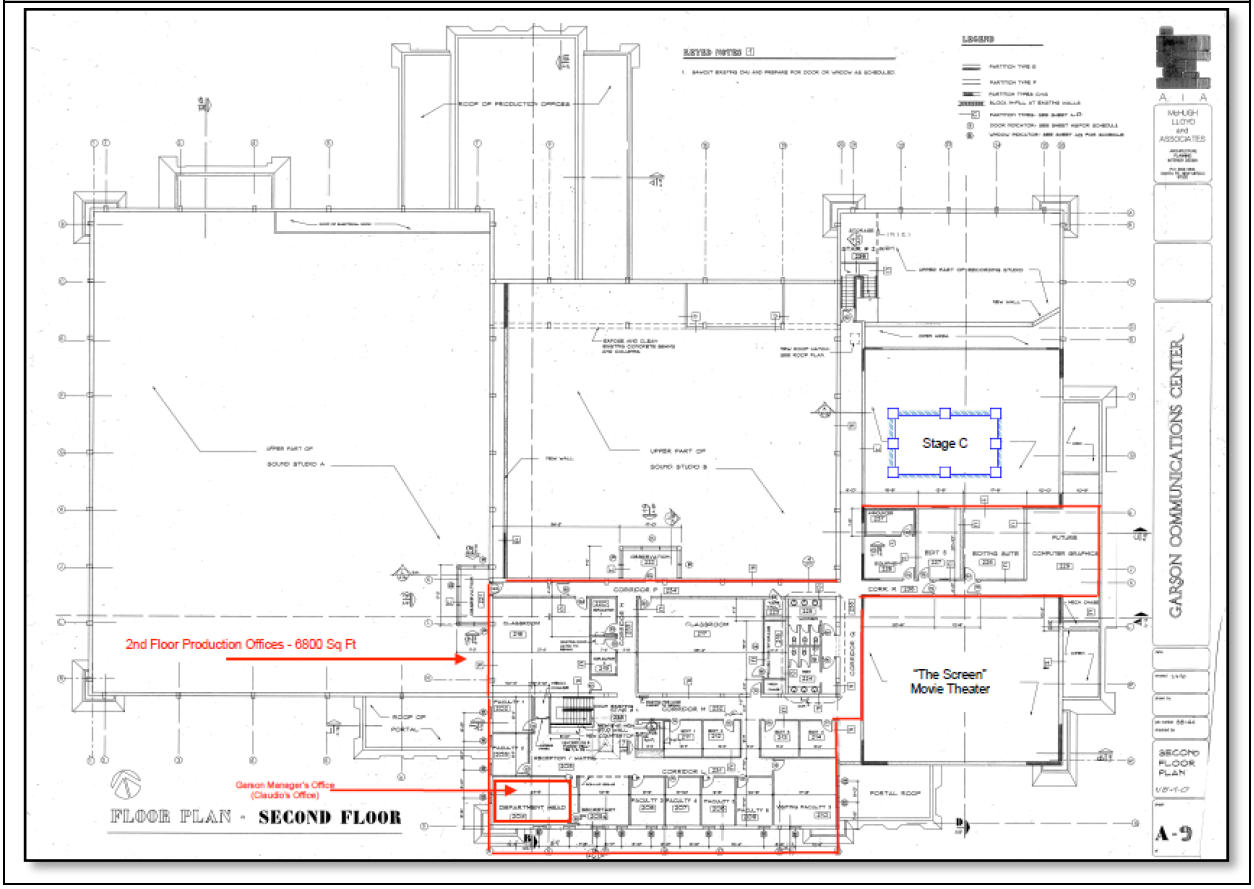





**Garson Studios: Floor Plan, 1st Floor**



**Garson Studios: Floor Plan, 2nd Floor**



| **Driscoll: Building Details** | |
|---|---|
| Historic/Current Use | Former athletic complex with large gymnasium/vacant |
| Building Type | Steel |
| Building Areas | Gross: 22,200 square feet |
| Number of Stories | One |
| Basic Structure | Steel and wood-framed building on a slab |
| Foundation | Masonry |
| Exterior Wall Cover | Stucco |
| Roof | Built-up composition |
| Interior Wall Cover | Drywall and wood panels |
| Flooring | Carpet and wood over concrete slab |
| Ceiling | Suspended acoustical tile and exposed |
| HVAC | Roof mounted HVAC system |
| Restrooms/Plumbing | Multiple with male and female locker rooms |
| Lighting | Fluorescent and recessed |
| Utilities | Full/public (water, sewer, electricity, natural gas, telephone) |
| Age | Constructed in 1993<br>*Estimated effective age: 22 years (based on observation/level of maintenance)*<br>*Remaining economic life: 28 years* |
| Quality/Condition | Average<br>*Property has been maintained on a regular basis since its construction* |
| Parking | Adequate for current use |
| Comments | Large gymnasium that has the beginning of a renovation to become a sound stage. Large (exercise rooms) located on the eastern portion of the building can be converted into offices. |
| Deferred maintenance | A Facility Assessment Report was completed by Wilson Company on January 11, 2023, to ascertain the cost to address the building's deferred maintenance. According to the report the cost is $1,284,847. |

A draft report completed by Robert Wichmann (High Desert Structural Engineering, LLC. phone - 505-473-7373) was completed for the prospective buyer of the subject. According to this draft report, the roof over the gymnasium portion of this structure "does not appear to meet design criteria". Upon interviewing Mr. Wichmann, the appraiser learned that he had not had an opportunity to inspect the building plans (not provided) and as such, did not sign or stamp his report. **Without further (engineering) study,** this structure is inappropriate for sound stage development because of the need for suspended apparatus found in soundstages.

| **Extraordinary Assumption** |
|---|
| According to the appraiser the Driscoll structure should be converted into a soundstage with the remaining space used as supportive office. There have been some structural issues identified that could make the conversion of the building inappropriate. If the structure is found to be structurally adequate or financially feasible to be renovated to be adequate, the results of this appraisal are subject to change. |

**Driscoll: Photos**





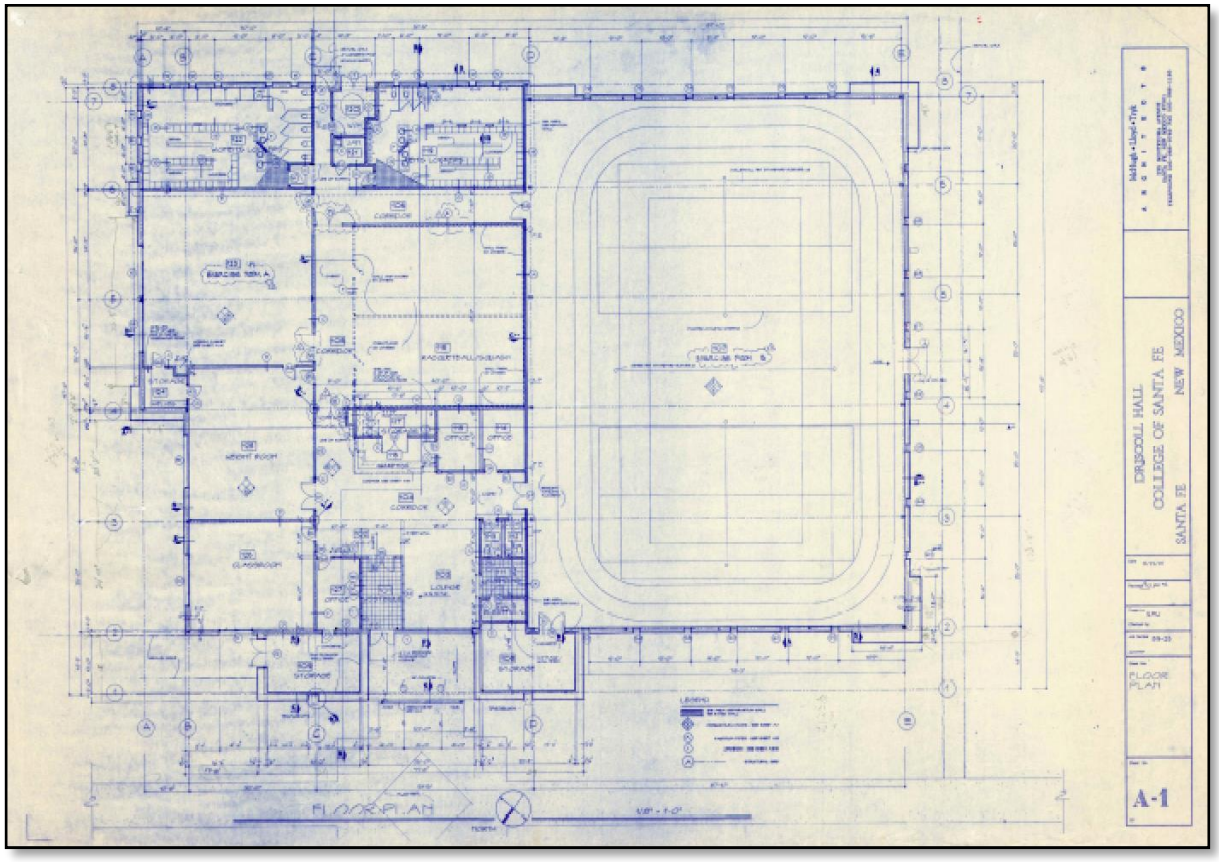






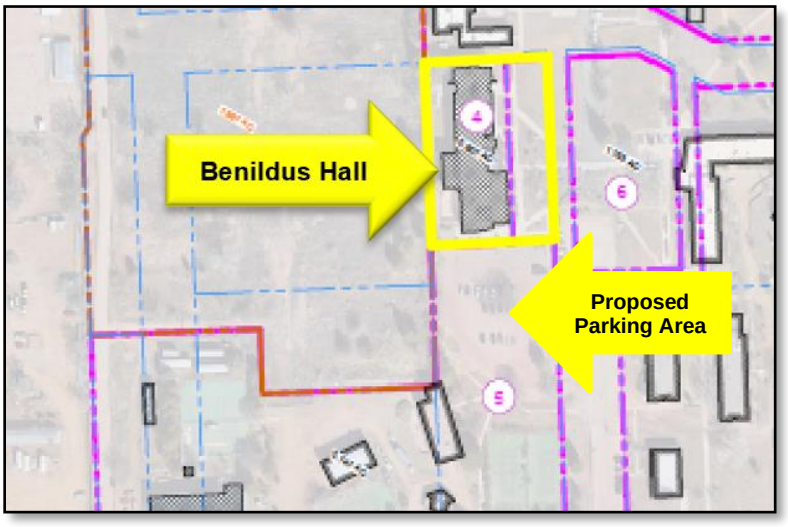


**Driscoll: Floor Plan**



| **Benildus Hall: Building Details** | |
|---|---|
| Current Use | Professional offices related to film production – formerly used as academic/classroom facility |
| Building Type | Steel with Masonry |
| Building Areas | Gross: 27,757 square feet |
| Number of Stories | Two |
| Basic Structure | Reinforced concrete perimeter/column pad footing |
| Foundation | Masonry |
| Exterior Wall Cover | Stucco, stone and brick |
| Roof | Built-up composition |
| Interior Wall Cover | Drywall and suspended |
| Flooring | Carpet and terrazzo |
| Ceiling | Suspended acoustical tile and suspended |
| HVAC | Roof mounted HVAC system |
| Restrooms/Plumbing | Multiple with male and female locker rooms |
| Lighting | Fluorescent and recessed |
| Utilities | Full/public (water, sewer, electricity, natural gas, telephone) |
| Age | Constructed in 1963 and addition constructed in 2005<br>*Estimated effective age: 18 years (based on observation/level of maintenance)*<br>*Remaining economic life: 32 years* |
| Quality/Condition | Average plus<br>*Property has been maintained on a regular basis since its construction* |
| Parking | Not adequate for current use |
| Deferred maintenance | A Facility Assessment Report was completed by Wilson Company on January 11, 2023, to ascertain the cost to address the building's deferred maintenance. According to the report the cost is $1,759,269. |

For purposes of project design, this property does not have enough adequate property for parking. As such, the Property owner has entered into a "proposed" lease agreement for parking (+/- 60 spaces) located to the immediate south of the building.

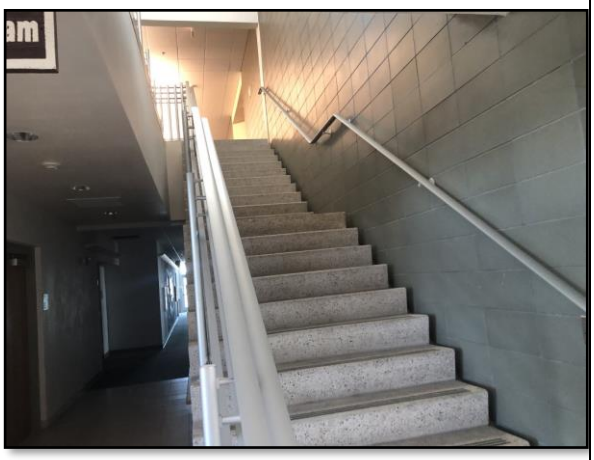


**Benildus Hall: Photos**





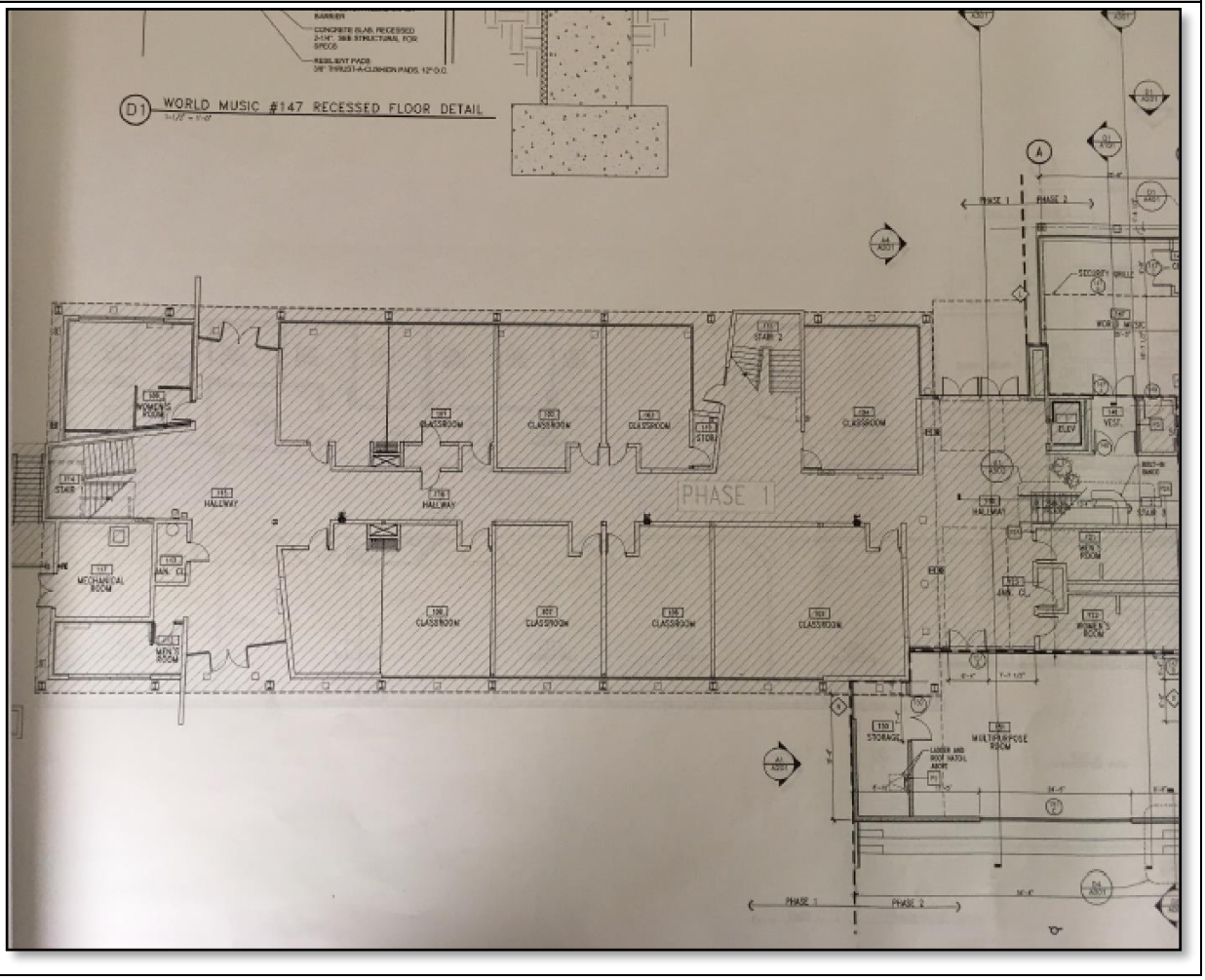


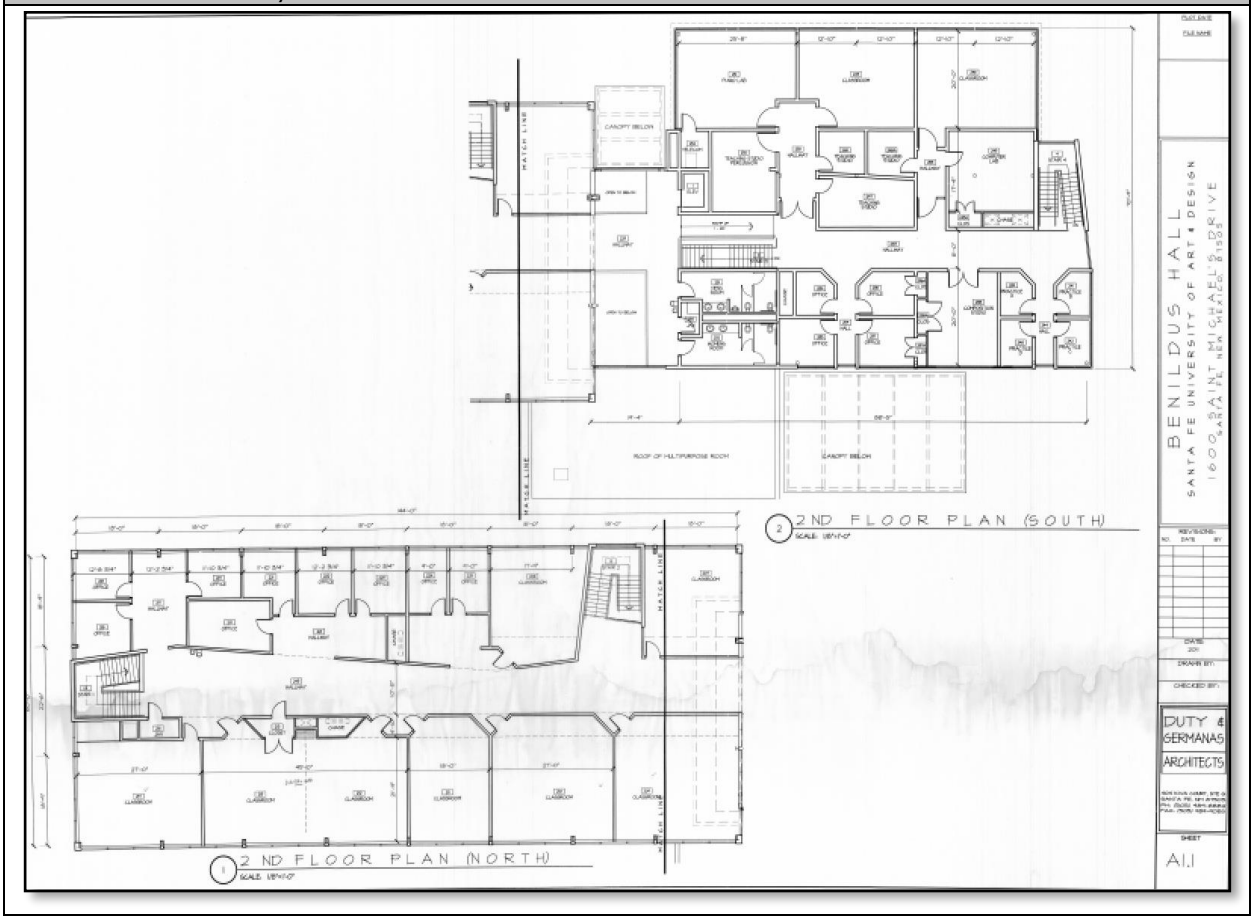




**Benildus: Floor Plan, 1st Floor**



**Benildus: Floor Plan, 2nd Floor**



## HIGHEST AND BEST USE

| **Highest and Best Use is Defined as:** |
|---|
| 1. The reasonably probable use of the property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.<br>2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS).<br>3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)<br>4. [For Fair value determination] The use of a nonfinancial asset by market participants that would maximize the value of the asset or the group of assets and liabilities (for example, a business) within which the asset would be used. (FASB Glossary) The highest and best use of nonfinancial asset takes into account the use that is physically possible, legally permissible, and financially feasible. (FASB 820-10-35-10B). The highest and best use of a nonfinancial asset establishes the valuation premise used to measure the fair value of the asset, as follows:<br>(a) The highest and best use of a nonfinancial asset might provide maximum value to market participants through its use in combination with other assets as a group (as installed or otherwise configured for use) or in combination with other assets and liabilities (for example, a business).<br>(b) The highest and best use of the asset might provide maximum value to market participants on a standalone basis. (FASB 820-10-35-10E)[7] |
| **Highest and Best Use Criteria** |
| A) Is the use physically possible?<br>B) Is the use legally permissible?<br>C) Is the use financially feasible?<br>D) Is the use maximally productive? |

In addition to the four tests, appropriate use is included. It is not a specific test for highest and best use, but a test that is a function of the four tests. The highest and best use of a property is typically determined both as if vacant and as improved.

### Highest and Best Use As Vacant

| **Highest and Best Use of Land as Though Vacant is:** |
|---|
| Highest and best use of land as though vacant is based on the assumption the parcel of land is vacant or can be made vacant by demolishing any improvements. |
| |
| |

[7] Ibid., p. 88

**Legally Permissible:** As shown in the "legal Use" section of this report, a C-2 (General Commercial District) is assumed as the subject's base zoning. This zoning allows various commercial uses - retail, service, institutional, office, hotel/motel, restaurant, and some limited light industrial uses. Residential use is primarily only allowed as an ancillary use for the owner/occupant of the commercial use. The current uses on the subject are considered legal.

In addition to the base zoning, the subject has two overlay districts. The first overlay district is the Midtown Local Innovation Corridor (LINC). The LINC establishes standards for "qualifying projects" that meet the City's objectives for redevelopment of the corridor. The LINC allows for a greatly expanded range of uses and qualifying projects are subject to relaxed standards for setbacks, height restrictions, landscaping and parking standards and also qualify for certain fee waivers and/or reductions (construction permit fees, impact fees, water UECs, etc.). Importantly, qualifying projects of a certain size can be approved through administrative review, rather than going through a more traditional review and hearing at the Planning Commission. Overall, this will make any expansions within the subject property larger, easier to be approved and cheaper to develop.

The second overlay is the Opportunity Zone, Midtown Campus Area. This Federal Opportunity Zones (QOZ's) are a new community development program established by (US) Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. The QOZ program provides a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds (QOF's) that are dedicated to investing into QOZ's designated by the chief executives of every U.S. state and territory. Governor Martinez approved the subject census tract for designation to the US Treasury. Finally, designation approval was received by U.S. Treasury in June 2018. Ultimately, this will allow for future owners of the property to receive tax incentives to upgrade existing structures.

Lastly, The City of Santa Fe's proposed Midtown Master Plan (the Midtown Land Development Plan), dated November 21, 2022, provided new development standards for the subject property in Chapter 5. The development standards are comprised of sub-zone (controls use) and façade (controls building masing and design) standards. The

sub-zones support the objectives of the aforementioned Census Tract 11:03 Midtown Campus Area Opportunity Zone and Midtown LINC Overlay District, as well as Resolution No. 2022-12, which rezones the subject to a C-2 General Commercial District to allow for commercial, retail and residential uses. The subject is contained within two sub-zones, namely the mixed-use film (for film production activities focused in the Garson Studios) and mixed-used office (for service commercial uses between film production and residential uses). These two sub-zones require that the subject's use will be for film and media purposes.

Based on the legal restraints (zoning plus overlays), the subject's land use will be commercial as it accompanies film and media production. As such, this is the only land use option considered.

| **Highest and Best Use of Land as Though Vacant is:** |
|---|
| Commercial – with all structures related to film and media production. |

## Highest and Best Use as Improved

| **Definition: Highest and Best Use of Property As Improved** |
|---|
| The use that should be made of a property as it exists |

This analysis considers the property with its existing structures. The property has an old history and many of the structures are beyond their economic life. Because we know the land use will be film production, one must consider whether the existing building has any current/future use as it relates to film production. Further, there are times when existing building can be renovated to create better utility. The following building are considered useable and income producing:

- Bendilus
- Garson Studios
- Driscoll

Except for the Benildus Hall, all of these structures have land for parking, landscaping and emergency needs. The buyer and sellers of the project have entered into a land lease agreement to account for parking at Benildus Hall. As such, the needed lands take up much of the subject's land; however, there is excess land. This is where the landowner can construct new buildings where there are existing/future utility needs, for example, housing, additional soundstages, or storage buildings (as they relate to film

production).

| **Highest and Best Use of Land as Improved is:** |
| --- |
| Commercial – with all structures related to film and media production. Benildus, Garson Studios, and Driscoll with excess land. |

## VALUATION

The valuation process is the procedure by which an estimate of value is determined for the subject. The property is appraised as its highest and best use: commercial film production property with (future) income producing residential. Because this property is unique to Santa Fe, sales of similar properties are not present. To produce a value for the subject, the (contributory) components of the subject property are valued separately and combined to produce a final value.

In general, the structures will be analyzed for needed lands for each structure and parking. Ideally, each of the structures will have a sales comparison and income approach performed and reconciled to produce a contributory value for each of the four structures. A sales comparison approach for the Garson Studios or Driscoll building is not performed. Per the discussion in the Site Description section of this report (page 27), the subject has excess land. The excess land portion of the subject will be valued "as if vacant" by using a sales comparison approach.

Each of the structures on the subject was constructed years ago and as such, reports have been produced that address the deferred maintenance of the buildings. Except for newly built or fully renovated buildings – all commercial properties have deferred maintenance. There are three methods appraisers can use to account for deferred maintenance. The first, and most ideal method, is to commission a single company (like the company commissioned to perform the deferred maintenance analysis on the subject's structures) to perform deferred maintenance analysis on the subject and all the comparables used. This provides an equal and most consistent analysis; however, this is not cost effective or appropriate when comparables are not in proximity or will not provide access for an inspection.

A second method of incorporating deferred maintenance reports into an appraisal is to understand that deferred maintenance is "baked-in" to all the comparable data. As a building ages, its parts get older and maintenance expenses increase until renovation occurs. Renovations will "reset' the effective age of a building. This is why appraisers will give a 100-year-old structure an effective age of 20 years. It's likely this same building has been renovated several times over its 100-year life. In this method the

appraiser seeks to find comparable buildings (in both the sales comparison and income approaches) that have similar effective ages as the subject. Adjustments are made within the separate valuations (sales and income) to accommodate for differences between the effective ages – this is the primary accounting for deferred maintenance (often characterized as a condition adjustment). It is inappropriate to incorporate a deferred maintenance amount (for example as provided by Wilson Company) using this method. By doing this the appraiser is accounting for the subject's deferred maintenance twice in the same analysis.

The third method of incorporating deferred maintenance reports into an appraisal is to initially value the subject "as if" the property is totally renovated and secondly, apply the deferred maintenance amount (supplied by a profession company – in this case, the Wilson Company) to the produce the "as is" value.

In the case of this appraisal, the third method was employed for the valuation of Benildus and Garson Studios. Both the client and the proposed buyer made this appraiser aware of the deferred maintenance reports completed on the subject properties and asked to have the deferred maintenance estimates incorporated into the report. Issues (building structure) have arisen that are in potential conflict with this appraiser's original understanding of the Driscoll structure (discussed on page 33). As such, the appraiser has decided to use this the second method described above until the structure can be properly studied and assessed by a certified engineer.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## Benildus - Sales Comparison Approach

| **Definition: Sales Comparison Approach** |
|---|
| The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.[8] |

The sales comparison approach is based on the premise that a well-informed buyer would pay no more for an existing property than it would cost to buy a similar substitute property. While there are seldom exact duplicate properties available to a buyer, the prices paid for similar properties are indicative of value. In this approach to value, a common denominator is used in comparing sales to the subject. In this case, the price per square foot of the improvements is used. This figure was found by dividing the sale price by the size of the improvements. The subject is appraised to its highest and best use: commercial professional office tenancy as it relates to the film production industry.

**It should be noted that this analysis is performed "as if" all the deferred maintenance on the subject is repaired – the subject is completely renovated.**

The sales comparables are summarized in the following chart and described individually on the pages following the chart.

**COMMERCIAL SALES CHART**

| No. | Location | Date of Sale | Sales Price | SF | $/SF |
|---|---|---|---|---|---|
| 1 | 1474 Rodeo Road | 11/2018 | $13,025,000 | 79,679 | $163.47 |
| 2 | 1 Plaza La Prensa | 11/2018 | $5,775,000 | 52,253 | $110.52 |
| 3 | 2945 Rodeo Park Drive East | 12/2018 | $2,100,000 | 23,285 | $90.19 |
| 4 | 2044 & 2048 Galisteo | 03/2019 | $1,952,000 | 18,444 | $105.83 |
| 5 | 2056 Galisteo | 08/2019 | $2,550,000 | 14,500 | $175.86 |
| 6 | 525 Camino de Los Marquez | 07/2021 | $7,915,000 | 38,259 | $206.88 |
| 7 | 2504 Camino Entrada | 12/2021 | $3,786,720 | 30,922 | $122.46 |

**Additional Sales**

In addition to the comparables, two large office buildings (single tenant) sold recently.

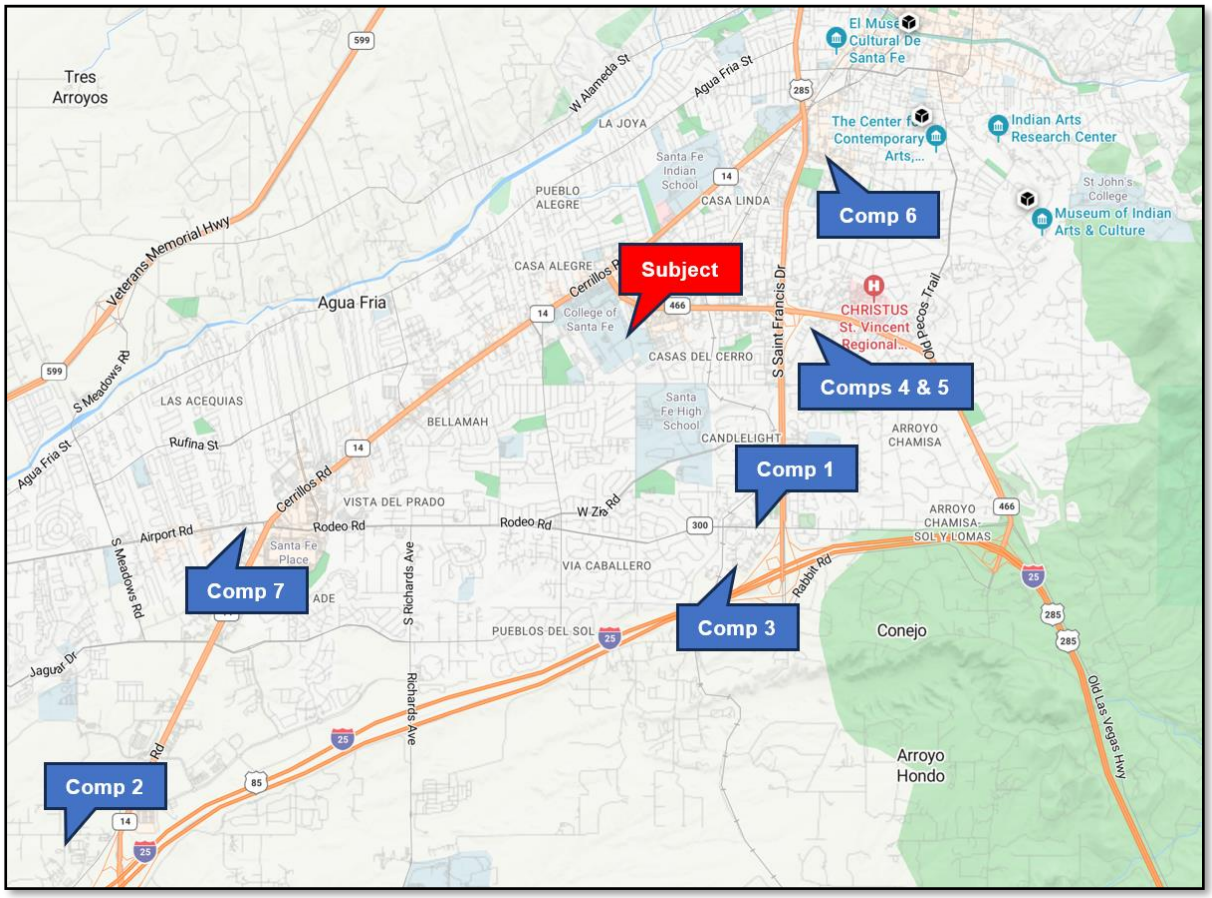
- 2009 S. Pacheco: 39,110 square feet
- 2025 S. Pacheco: 38,976 square feet

These buildings were most recently occupied by governmental entities. However, they are located in the Midtown Linc overlay and Opportunity Zone (Census tract 11.03: Midtown Campus Area) and were purchased for redevelopment (likely apartments/residential). They are older and are considered in fair to average condition.

[8] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., (Chicago: Appraisal Institute, 2022), p. 170

Due to the purchase for redevelopment to another use, age/condition and location in the Midtown Linc overlay, they are not included in this analysis.
Note: based on changes in the market, these properties were maintained as office buildings and not subsequently redeveloped.

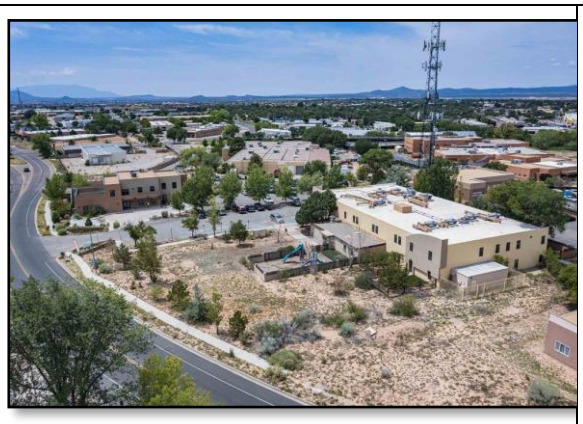
**Sales Comparables Map**



| Sales Comparables - Details | | |
|---|---|---|
| 1 |  | ▪ **Location: 1474 Rodeo Road**<br>▪ Grantor: 1474 Rodeo Investors LLC<br>▪ Grantee: Boyd State Santa Fe, LLC<br>▪ Date of Sale: 11/2018<br>▪ Sales Price: $13,025,000<br>▪ Terms: cash/cash equivalent<br>▪ Land area: 193,007 square feet<br>▪ Gross building area: 79,679 square feet (3 story)<br>▪ Net Operating Income (NOI): $1,121,000<br>o Capitalization Rate: 8.6%<br>▪ Price per SF: $163.47<br>▪ Age: 22 years (Effective age equivalent)<br>▪ Comments: average quality professional office building – tenancy primarily GSA. ~96% occupancy |
| 2 |  | ▪ **Location: 1 Plaza La Prensa**<br>▪ Grantor: Santa Fe Natural Tobacco Company, Inc<br>▪ Grantee: NM Portfolio LLC<br>▪ Date of Sale: 11/2018<br>▪ Sales Price: $5,775,000<br>▪ Terms: cash/cash equivalent<br>▪ Land area: 254,390 square feet<br>▪ Gross building area: 52,253 square feet<br>▪ Net Operating Income (NOI): n/a - vacant<br>▪ Price per SF: $110.52<br>▪ Age:14 years<br>▪ Effective age: 12 years<br>▪ Comments: average quality professional office building previously occupied by the owner. Property has been vacant for multiple years. The buyer has proposed updating building for a tentative GSA lease. The update budget is $1,719,298. |

| Sales Comparables - Details | | |
|---|---|---|
| 3 |  | ▪ **Location: 2945 Rodeo Park Drive East**<br>▪ Grantor: 86th Street Associates LLC<br>▪ Grantee: Manifest West LLC<br>▪ Date of Sale: 12/2018<br>▪ Sales Price: $2,100,000<br>▪ Terms: cash/cash equivalent<br>▪ Land area: 65,537 square feet<br>▪ Gross building area: 25,109 square feet<br>  o Net Rentable: 23,285 square feet (used in the analysis)<br>▪ Net Operating Income (NOI): $226,115<br>  o Capitalization rate: 10.8%<br>▪ Price per SF: $90.19<br>▪ Age:14 years<br>▪ Effective age: 14 years<br>▪ Comments: average quality professional office building that is subject to leases. New Lease signed immediately prior to sale. Net income and resulting capitalization rate are estimated based on new lease. A portion of the property has been vacant for multiple years.<br>▪ ~94% occupancy (includes new lease) |
| 4 |  | ▪ **Location: 2044 & 2048 Galisteo**<br>▪ Grantor: Francesca<br>▪ Grantee: Galisteo Drive, LLC<br>▪ Date of Sale: 03/2019<br>▪ Sales Price: $1,952,000<br>▪ Terms: cash/cash equivalent<br>▪ Land area: 62,378 square feet<br>▪ Gross building area: 18,444 square feet<br>▪ Net Operating Income (NOI): $200,275<br>  o Capitalization Rate: 10.3%<br>▪ Price per SF: $105.83<br>▪ Age: built in 1995 – estimated effective age of 20 years<br>▪ Comments: average quality professional office building – tenancy primarily GSA.<br>▪ ~84% occupancy |

| Sales Comparables - Details | | |
|---|---|---|
| 5 |  | ▪ **Location: 2056 Galisteo**<br>▪ Grantor: Sophia Santa Fe<br>▪ Grantee: Santa Fe Drive LLC<br>▪ Date of Sale: 08/2019<br>▪ Sales Price: $2,550,000<br>▪ Terms: cash/cash equivalent<br>▪ Land area: 50,074 square feet<br>▪ Gross building area: 14,500 square feet<br>▪ Net Operating Income (NOI): $263,925<br>o Capitalization Rate: 10.4%<br>▪ Price per SF: $175.86<br>▪ Age: built in 2002 – estimated effective age of 15 years<br>▪ Comments: average quality professional office building/special use – tenancy primarily GSA/magistrate court.<br>100% occupancy |
| 6 |  | ▪ **Location: 525 Camino de Los Marquez**<br>▪ Grantor: YMC New Mexico Properties, LLC<br>▪ Grantee: BJ North County Dental Center LLC<br>▪ Date of Sale: 07/2021<br>▪ Sales Price: $7,915,000<br>▪ Terms: cash/cash equivalent<br>▪ Land area: 107,100 square feet<br>▪ Gross building area: 38,259 square feet<br>▪ Net Operating Income (NOI): $607,638<br>o Capitalization Rate: 7.7%<br>▪ Price per SF: $206.88<br>▪ Age: built in 1965 and renovated in 1980, 2013 and 2020 – estimated effective age of 15 years<br>▪ Comments: average to good quality professional office building – tenancy GSA (NM Environment Department).<br>Note: purchaser was an out of state investor<br>▪ 100% occupancy |

| | | |
|---|---|---|
| 7 |  | ▪ **Location: 2504 Camino Entrada**<br>▪ Grantor: Yellow Brick Properties LLC<br>▪ Grantee:Vicki Yeomans, Betty Beachum and others<br>▪ Date of Sale: 11/30/2021<br>▪ Sales Price: $3,786,720<br>▪ Terms: cash/cash equivalent<br>▪ Land area:99,143 square feet<br>▪ Gross building area: 2 buildings, 22,996 sf and 7,926 sf<br>▪ Price per SF: $122.46<br>▪ Age: built in 1988 – estimated effective age of 25 years<br>▪ Comments: average quality professional office buildings. |

## Analysis and Conclusion

| Note |
|---|
| Seven comparable sales are presented in the Commercial Sales Chart. Due to the limited sales volume in the subject's neighborhood, the comparables were selected from competing areas in Santa Fe. The comparables represent the range of commercial sales sharing similarity/consistency with the subject. The comparable sales produced a value range from $90.19 per square foot to $206.88 per square foot before adjustment. |

Several elements of comparison can affect the value of commercial structures. The elements of comparison and their resulting adjustments fall into two categories: transactional adjustments and property adjustments.

**CHART OF ADJUSTMENTS**

| Category | Adjustment |
|---|---|
| Transactional | Real property rights conveyed<br>Financing terms<br>Conditions of sale<br>Expenditures made immediately after purchase<br>Market conditions |
| Property | Physical characteristics<br>Location<br>Economic characteristics<br>Use/zoning<br>Non-realty components value |

These elements are analyzed to determine if an adjustment is required. They are discussed below and the findings summarized and reconciled on a comparison grid at the end of the valuation section. The transactional adjustments are applied in sequence. The property adjustments do not need to be applied in a specific sequence. The adjustments are summarized on a chart at the end of this section. Only those items requiring discussion/adjustment are discussed.

### Transactional Adjustments

**Real Property Rights Conveyed**: The subject is leased. The lease is a short term lease. Comparable 2 was vacant at the time of sale. Comparables 1, 3, 4, 5, 6 and 7 were subject to leases.

| Sales Comparables |
|---|
| Comp 1: avg rent based on NOI and leased SF: $14.66 psf per year on net basis |
| Comp 3: avg rent based on NOI and leased SF: $10.33 psf per year on net basis |
| Comp 4: avg rent based on NOI and leased SF: $12.93 psf per year on net basis |
| Comp 5: avg rent based on NOI and leased SF: $18.20 psf per year on net basis |
| Comp 6: avg rent based on NOI and leased SF: $15.88 psf per year on net basis |
| Comp 7; lease information not available |
| **Subject** |
| leased |

With consideration of tenant/lease and the condition/quality of the buildings, an adjustment for real property rights conveyed was not developed, but is considered in the reconciliation.

**Financing Terms**: None of the sales were known to involve terms of sale other than cash to the seller. No adjustment is made for financing terms.

**Conditions of Sale**: Conditions of sale relates to any undue pressure on either the buyer or the seller. Comparable 2 was built for an owner/occupier-single tenant, former offices for Santa Fe Natural Tobacco (52k square feet). The original owner was purchased and subsequently relocated. The property remained vacant for several years. The vacancies and marketing occurred during the economic downturn, which likely increased marketing time. For Comparable 2, the owner was not located in New Mexico and had no desire to continue to hold the building. Comparable 3 was constructed for multiple tenants with the primary tenants comprised of governmental entities (FBI and IRS). When the FBI vacated at the end of its lease, this space remained vacant. The owner tried to market the building at a higher listing price, but had no success. It was reported that the seller substantially decreased the sales price to facilitate a quicker sale. These comparables may have been subject to atypical motivation, but were exposed to the market. Comparable 4 was subject to a 16% vacancy and the contract rent for the occupied space was on the low end of the range – established during the economic downturn. Due to the longer nature of the lease, the owner was subject to likely below market rent for a sustained period. Due to the unique attributes of the comparables and the existence/level of any undue pressure, a conditions of sale adjustment is not developed for these comparables, but considered in the final reconciliation.

| **Conditions of Sale** |
| --- |
| Comparables 3 and 4 represent the bottom of the range produced by the comparables. These comparables also may have had atypical motivation |

**Expenditures After Sale:** This adjustment is included in the transactional adjustments because it reflects those items that a buyer would have considered part of the price at the time of sale. The subject is comprised of professional offices which may function as single or multi-tenant. Comparable 2 incurred conversion costs subsequent to the sale. Comparable 2 was the former offices for Santa Fe Natural Tobacco. The property was

comprised primarily of open concept areas and warehouse containing minimal delineation. The buyer of the property was in the process of securing a lease with a GSA entity requiring further buildout of the property for the tenant. The estimated cost of the buildout to offices was $1,719,298.

| Expenditures After Sale adjustment |
| --- |
| Comparable 2: $1,719,298 for buildout to offices |

**Market Conditions:** The next element of comparison which was considered was market conditions (time of sale). The earliest sale on the chart is November 2018 which is 59 months before the effective date of the appraisal. Analysis of a sale and resale of the same property is the most accurate method of determining a time of sale adjustment. The market has experienced a certain amount of fluctuation since the economic downturn. However, overall economic indicators have begun to improve over the past 5 years. Furthermore, the impact of these changes in economic indicators in the real estate market is not yet fully realized, but may put downward pressure on the depreciation in the market. Within improved commercial properties, based on lease rates and vacancies, the leveling-off appears to have begun in 2015. Based on this discussion and the comparables, neither an appreciation rate nor depreciation rate is applied to the comparables.

## Property Adjustments

**Physical characteristics:** Physical factors which were considered for adjustment included size, location, quality, age and functional utility.

Size: Size was the first category examined. Typically, there is an inverse relationship between size and price per square foot, as the size increases the price per square foot decreases. The subject contains a total of 27,757 square feet in a two-story building. The comparable sales range from 14,500 square feet to 79,679 square feet. Examination of the comparables revealed no clear trend in value as a function of size for these comparables. Therefore, the search was extended to other commercial sales. Two sales of warehouse properties that occurred in the same building and at the same time were analyzed.

| Size Comparison | | | |
|---|---|---|---|
| Property | 7510 Mallard Way, Unit C | 7510 Mallard Way, Unit D | Difference |
| Price per sf | $128.70 | $127.30 | -$1.40 |
| Size | 2,331 square feet | 2,553 square feet | 222 square feet |
| Size adjustment | | | $0.006/sf of change |

This adjustment was based on a size difference of 9.5%. The search is extended outward to other commercial markets in Santa Fe. The sale of 2960 Rodeo Park Dr. W is compared to a previous sale in the same area located at 2056 Galisteo.

| Size Comparison | | | |
|---|---|---|---|
| Property | 2960 Rodeo Park Dr. W | 2056 Galisteo | Difference |
| Price per sf* | $225.06 | $185.45 | $39.61 |
| Size | 14,609 square feet | 20,948 square feet | 6,339 square feet |
| Size adjustment | | | $0.006/sf of change |

*Adjusted for time

This comparison produced a size adjustment of $0.006 per square foot based on a difference of 6,339 square feet. Three sales of office condos that occurred in the same development are analyzed. The sales were adjusted for time. For the size adjustment, the largest sale was compared to the two smaller sales. These sales occurred within 13 months of each other during a time when the market was appreciating.

**SIZE COMPARISON**

| Property | Date of sale | Size | Price | TOS Adjustment | Change: Size | Change: price | Adjustment $ per sf |
|---|---|---|---|---|---|---|---|
| 2019 Galisteo, N-10 | 01/2005 | 3,738 | $201.61 | 13 months<br>$209.47 | | | |
| 2019 Galisteo, N-9A | 11/2005 | 2,286 | $222.85 | 3 months<br>$224.86 | 1,452 | $15.39 | $0.011 |
| 2019 Galisteo, D-2 | 02/2006 | 1,475 | $223.73 | 0 months<br>$223.73 | 2,263 | $14.26 | $0.006 |

This comparison produced size adjustments of $0.011 per square foot based on a difference of 1,452 square feet and $0.006 per square foot based on a difference of 2,263 square feet. These adjustments may have been overstated based on the appreciation in the market at that time. Based on this analysis with specific consideration of the utility/use and size of the subject (large gross) and comparables, a size adjustment of $0.0006 per square foot is extrapolated and applied to the comparables based on the size of the subject.

Age/condition: Age and condition are examined. The age and condition adjustment is combined. The condition, quality and estimated effective age of the comparables is in the following chart. As mentioned earlier in this Valuation section, this analysis is performed "as if" all the deferred maintenance was addressed. As such, the effective age of the subject is estimated to be 10 years.

**COMPARABLE EFFECTIVE AGE**

| No. | Condition | Quality | Estimated Effective Age (EA) |
|---|---|---|---|
| 1 | Average | Average | 22 |
| 2 | Average to good | Average | 12 |
| 3 | Average | Average | 14 |
| 4 | Average | Average | 20 |
| 5 | Average | Average | 15 |
| 6 | Average | Average to good | 15 |
| 7 | Average | Average | 25 |
| Subject | Average | Average | 10 |

Lacking sales in the subject's immediate area the search is extended outward to include all commercial sales in Santa Fe. Four comparisons are made of the adjusted prices of older buildings to newer ones to derive an age adjustment. All the comparisons were adjusted for conditions of sale and time of sale. They are summarized in the following charts.

| **Age Comparison** | | | |
|---|---|---|---|
| **Comparison 1** | | | |
| Property | 2019 Galisteo, Unit N-9 A | 1651 Galisteo Units 8,9,10 | Difference |
| Price per sf | $230.53 | $196.72 | 17.2% |
| Age | 1 years | 20 years | 19 years |
| Age adjustment | | | 0.90% per year |
| **Comparison 2** | | | |
| Property | 1640 Old Pecos Trail | 2019 Galisteo, Unit N-9 A | Difference |
| Price per sf | $201.25 | $230.53 | 14.5% |
| Age | 15 years | 1 years | 14 years |
| Age adjustment | | | 1.04% per year |
| **Comparison 3** | | | |
| Property | 404 Brunn School Rd. C | 2590 Camino Entrada | Difference |
| Price per sf | $218.92 | $204.55 | 7.0% |
| Age | 4 years | 12 years | 8 years |
| Age adjustment | | | 0.88% per year |
| **Comparison 4** | | | |
| Property | 1630 Hospital Dr. | 2056 Galisteo | Difference |
| Price per sf | $195.07 | $228.82 | 17.3% |
| Age | 21 years | 3 years | 18 years |
| Age adjustment | | | 0.96% per year |

Based on these extractions, an age adjustment of 1% per year is applied to the comparables based on their effective age.

Location: Location is one of the most important value determining factors for commercial property. The subject is located in middle of the St. Michaels Drive office node in a commercial node centered between St. Francis Drive and Cerrillos Road. The comparables were selected based on utility/use and are from the subject's neighborhood and competing neighborhoods. Comparable 6 is located on the peripheral of downtown. Comparable 1 and 3 are in the southeast office/commercial node with 3 within the Rodeo Business Park and Comparables 4 and 5 are located in the central office/commercial node, which is centered on Christus St. Vincent Hospital. Comparables 2 and 7 are located at the southern end of the southwest quadrant of the City of Santa Fe in the southwest office/commercial node. Comparison of the comparables' locations did not produce the basis for a location adjustment. Based on the utility/use of the comparables, a location adjustment is not applied to the comparables and the specific location differences are considered in the reconciliation.

**Conclusion:** The adjustments discussed above are summarized in the following chart. Only those items requiring adjustment have been included.

**SALES COMPARISON ADJUSTMENT CHART**

| Comparable | Subject | Comp. 1 | Comp. 2 | Comp. 3 | Comp. 4 | Comp. 5 | Comp 6 | Comp 7 |
|---|---|---|---|---|---|---|---|---|
| **Sale Price** | | **$13,025,000** | **$5,775,000** | **$2,100,000** | **$1,952,000** | **$2,550,000** | **$7,915,000** | **$3,786,720** |
| Conditions of Sale | | None | None | Possible Motivation | Possible Motivation | None | None | None |
| Adjustment | | $0 | $0 | + | + | $0 | $0 | $0 |
| Expenditures | | None | Buildout | None | None | None | None | None |
| Adjustment | | $0 | $1,719,298 | $0 | $0 | $0 | $0 | $0 |
| Market conditions/ | | 11/2018 | 11/2018 | 12/2018 | 03/2019 | 08/2019 | 07/2021 | 11/2021 |
| Adjustment | | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Preliminary adj. $** | | **$13,025,000** | **$7,494,298** | **$2,100,000+** | **$1,952,000+** | **$2,550,000** | **$7,915,000** | **$3,786,720** |
| Comparison unit size (sf) | 27,757 | 79,679 | 52,253 | 23,285 | 18,444 | 14,500 | 38,259 | 30,922 |
| - adjusted $ | | $163.47 | $143.42 | $90.19 | $105.83 | $175.86 | $206.88 | $122.46 |
| Size Adjustment | | $31.15 | $14.70 | -$2.68 | -$5.59 | -$7.95 | $6.30 | $1.90 |
| Age/Cond (EA) | 10 | 22 | 12 | 14 | 20 | 15 | 15 | 25 |
| Adjustment | | +12% | +2% | +4% | +10% | +5% | +5% | +15% |
| Location | St. Michaels | SE | SW- | SE | Central | Central | Central | SW |
| **Final adj. $ per sf** | | **$217.98** | **$161.28** | **$91.01+** | **$110.27+** | **$176.30** | **$223.84** | **$143.01** |

**Reconciliation:** After considering all factors, the adjusted price per square foot of the comparables is in the following table.

| Comparables | Range: Adjusted $/SF | Average: Adjusted $/SF |
|---|---|---|
| All: 1-7 | $91.01+ to $223.84 | $160.53 |
| Comparables 2, and 5-7 | $143.01 to $223.84 | $176.11 |
| **Note** | | |
| Based on the attributes of the sales, Comparables 2, 3, 4 included excess vacancy and/or may have been subject to atypical motivation. However, the proposed tenant was identified for Comparable 2 prior to the sale. | | |

All the comparables were professional offices at the time of sale and share the same/similar utility/use. Comparables 2, 3, and 4 were subject to above market vacancy at the time of sale and likely include similar motivation. However, for Comparable 2, the tenant had been identified for this comparable, which was adjusted for expenditures after sale (finish out). Comparables 3 and 4 produced the lowest adjusted values. The subject's location is centralized and benefits from ready access to any of the other commercial nodes. The primary driver of differences in value is the tenancy/vacancy. The properties with limited vacancy and lower risk tenancy, produced values at the top of the range and the properties with high vacancy produced values at the bottom of the range. These properties are primarily comprised of large units and with a limited market of large tenants, risk increases putting downward pressure on values. The subject has been consistently leased since September of 2020 (through COVID shutdowns and the Writers' Strike). The current owner does not allow long-term leases.

Conclusion: based on this discussion and the attributes of the subject, including current market, age/condition ("as if "totally renovated, tenancy/income and location, emphasis was given to the higher end of the modified range.

**ESTIMATED PRICE PER SQUARE FOOT**

| Estimated Price per Square Foot |
|---|
| $175 per square foot |

### Final Value per the Sales Comparison Approach

For the final value, the estimated price per square foot is applied to the subject's square footage.

| Value Per The Sales Comparison Approach – As If | |
|---|---|
| $175 per square foot X 27,757 sf = | $4,857,475 |
| Rounded | $4,850,000 |

## Benildus - Income Approach

The subject is currently leased as shown in the summary below.

| **Lease Summary-** | |
|---|---|
| Tenant | Name |
| Landlord | City of Santa Fe/Garson Studios |
| Term | One year Term: renewable current term 8/25/23 through 8/26/24 |
| | Option Terms: one year |
| Rent | Commencement: 8/25/23<br>Total Rent at $21.75 per square foot |
| Lease Basis | • Tenant pays maintenance, janitorial<br>• Landlord pays all utilities, taxes (waved), major maintenance and insurance |
| | Based on the operating expense division between the landlord and tenant, it is considered closely related to full service lease |
| Permitted Use | Professional office as related to film production |

### Direct Capitalization

| **Definition: Direct Capitalization** |
|---|
| A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only one year's income is used. Yield and value changes are implied, but not explicitly identified.[9] |

The Income Approach is based on the income producing capabilities of the property. For the Direct Capitalization method, a Potential Gross Income (PGI) is estimated from which vacancy loss is deducted to arrive at an Effective Gross Income (EGI). Expenses are then estimated and deducted from the EGI to obtain a Net Operating Income (NOI). The NOI is then capitalized into an indication of value by the application of an overall rate which has been developed through market extraction, development of the Modified Band of Investment and published sources.

**It should be noted that this analysis is performed "as if" all the deferred maintenance on the subject is repaired – the subject is completely renovated.**

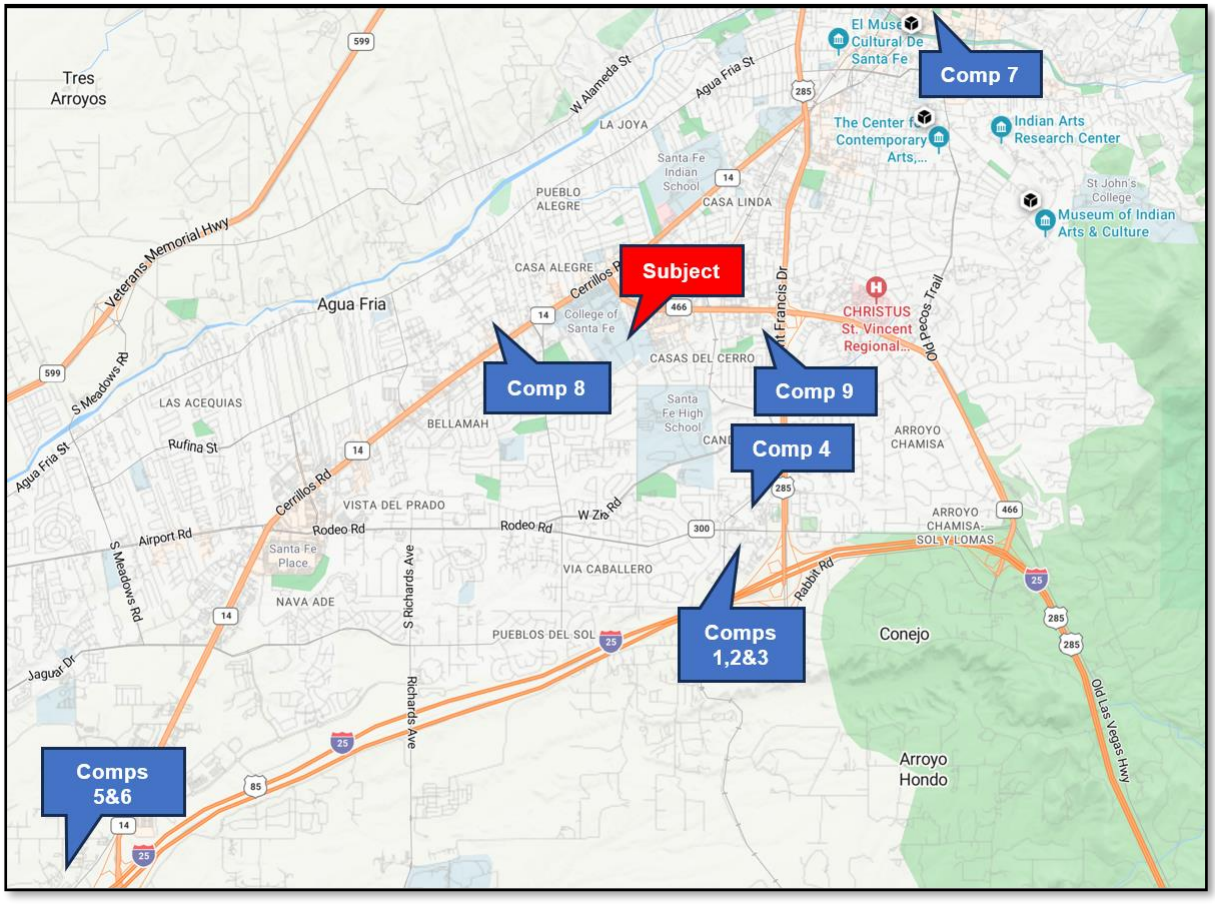
[9] Ibid., p. 53

**Market Rent:** Rents were researched for buildings with commercial and similar construction with similar/related utility/use in the general area. Based on availability of rent comparables, the search was extended into competing commercial areas in the Santa Fe market. The rent comparables were selected that are generally of the same or similar quality/utility. All the rents are identified based on rent per square foot per year. The comparables are summarized in the following chart and described in more detail on the pages following.

**RENT COMPARABLES CHART**

| No | Location | Leasable area (sf) | Rent sf/year | Lease type |
|---|---|---|---|---|
| **Leases: GSA/Institutional** | | | | |
| 1 | 2905 Rodeo Park Dr. East, Bldg. 1 | 15,819 | $23.94 | Full service |
| 2 | 2905 Rodeo Park Dr. East, Bldg. 4 (portion) | 4,687 | $25.50 | Full service |
| 3 | 2905 Rodeo Park Dr. East, Bldg. 5 | 20,000 | $30.13 | Full service |
| 4 | 1474 Rodeo Road | 37,478 | $19.61 | Full service |
| 5 | 1 Plaza La Prensa | 46,976 | $25.58 | Full service |
| 6 | 39 Plaza La Prensa | 38,007 | $29.30 | Full service |
| 7 | 142 W Palace | 18,099 | $16.50 | Full service |
| **Additional GSA/Institutional (primary)** | | | | |
| 8 | 1301 Siler Road, A, B/C, E, F | Occupied: 59,079 | Average: $22.43 | Full service |
| 9 | 2055 S Pacheco | Occupied: 25,957 | Average: $22.20 | Full service |

**Rent Comparables Map**



| Rent Comparables - Details | | |
|---|---|---|
| **Leases: GSA/Institutional** | | |
| 1 |  | ▪ **Location: 2905 Rodeo Park Dr. East, Bldg 1**<br>▪ Rental rate: $23.94<br>o Tenant: NM Environment Department<br>o Term: 6/2001-5/2021 – amended/renewed 2012/2013<br>▪ Building Size: 15,819 square feet<br>▪ Vacancy: 0%<br>▪ Lease type: Full service<br>▪ Comments: Located in Rodeo Business Park.<br>▪ Leased to a governmental entity. Professional offices. |
| 2 |  | ▪ **Location: 2905 Rodeo Park Dr East, Bldg 4 (portion of building)**<br>▪ Rental rate: $25.50<br>o Tenant: NM Commission for the Blind<br>o Term: 9/2003-8/2023<br>▪ Building Size: 4,687 square feet<br>▪ Vacancy: 0%<br>▪ Lease type: Full service<br>▪ Comments: Located in Rodeo Business Park.<br>▪ Leased to a governmental entity. Professional offices |
| 3 |  | ▪ **Location: 2905 Rodeo Park Dr. East, Bldg 5**<br>▪ Rental rate: $30.13<br>o Tenant: NM Judicial Information Division<br>o Term: 7/2012-5/2022 – amended/renewed 2012/2013<br>▪ Building Size: 20,000 square feet<br>▪ Vacancy: 0%<br>▪ Lease type: Full service<br>▪ Comments: Located in Rodeo Business Park.<br>▪ Leased to a governmental entity. Professional offices |

| Rent Comparables - Details | | |
|---|---|---|
| 4 |  | ▪ **Location: 1474 Rodeo Road**<br>▪ Rental rate: $19.61 per square foot per year<br>o Tenant: NM Human Service Department<br>o Term: 09/2013-09/2022<br>▪ Building Size: 37,478 square feet (portion of building)<br>▪ Vacancy: 0%<br>▪ Lease type: Full service<br>▪ Comments: Leased to a governmental entity. Professional office. Building is in fair condition. The owner stated that they are going to include $17 per square foot of tenant improvements and an additional $10 per square foot of building improvements. |
| 5 |  | ▪ **Location: 1 Plaza La Prensa**<br>▪ Rental rate: $25.58 per square foot per year<br>o Tenant: NM Human Service Department<br>o Term: 05/2019-04/2029<br>▪ Building Size: 46,976 square feet (portion of building)<br>▪ Vacancy: 0%<br>▪ Lease type: Full service<br>▪ Comments: Leased to a governmental entity. Professional office. Building is in average to good condition. |
| 6 |  | ▪ **Location: 39 Plaza La Prensa**<br>▪ Rental rate: $29.30 per square foot per year<br>o Tenant: NM Human Service Department<br>o Term: 10/2008-09/2023<br>▪ Building Size: 38,007 square feet<br>▪ Vacancy: 0%<br>▪ Lease type: Full service<br>▪ Comments: Leased to a governmental entity. Professional office. Building is in average condition. |

| Rent Comparables - Details | | |
|---|---|---|
| 7 |  | ▪ **Location: 142 W Palace**<br>▪ Rental rate: $16.50 per square foot per year<br>o Tenant: Santa Fe County<br>o Term: 12/2013-03/2021<br>▪ Building Size: 18,099 square feet<br>▪ Vacancy: 0%<br>▪ Lease type: Full service<br>▪ Comments: Leased to a governmental entity. Professional office. Building is older and in fair condition. It is located in the downtown (BCD zoned), but its utility is limited to commercial/institutional office use, which is atypical for the location. The property is reaching the end of its economic life |
| **Additional** | | |
| 8 |  | ▪ **Location: 1301 Siler Road, Bldgs A, B/C, E, F**<br>▪ Rental rate: $22.43 per square foot per year<br>o Tenants: NM Department of Health Pharmacy, NM Human Services Department, NM Department of Health<br>o Term: varies<br>▪ Building Size: occupied 59,079 square feet (61,506 square feet total)<br>▪ Vacancy: 3.9%<br>▪ Lease type: Full service<br>▪ Comments: Leased to governmental entities. Professional office. Buildings are in average to good condition. Portion of building B/C is vacant unfinished: 2,427 sf |
| 9 |  | ▪ **Location: 2055 S Pacheco**<br>▪ Rental rate: $22.20 per square foot per year<br>o Tenants: NM State Treasure, Christus, NM Medical Board, High Country Macula, etc.<br>o Term: varies<br>▪ Building Size: occupied 25,957 square feet (31,597 square feet total)<br>▪ Vacancy: 17.8%<br>▪ Lease type: Full service<br>▪ Comments: Leased primarily to governmental entities. Professional office. Buildings are in average condition. The vacant space is comprised of two areas. One was recently vacated and the owner states that there have been multiple interested parties |

## Analysis and Conclusion

**Market Rents:** In order to estimate market rent, the comparable rents were compared and adjusted. Estimation of market rent involved consideration of the following factors: lease type and attributes, physical attributes, and location. These elements are analyzed to determine if an adjustment is required. The elements are discussed below and the findings summarized and reconciled on a comparison grid.

**Lease type:** The subject's lease is most closely related to a full service lease. The comparables are leased on a full service basis.

| Direct Capitalization Analysis: Lease Type |
|---|
| A full service lease is assumed for the analysis |

Rents are primarily dependent on the type of lease. The three common types of leases are net, modified gross and full service.

**LEASE TYPE DESCRIPTION**

| Lease Type | Expenses |
|---|---|
| Net | Tenant responsible for expenses<br>• Tenant (lessee): All expenses<br>• Landlord (lessor): No expenses (may pay management) |
| Modified gross (typical) | Expenses are split between tenant and landlord<br>• Tenant (lessee): Janitorial and utilities<br>• Landlord (lessor): Insurance, property taxes, maintenance and management |
| Full service | Landlord responsible for expenses<br>• Tenant (lessee): No expenses<br>• Landlord (lessor): All expenses |

| Note |
|---|
| The comparables are based on full service leases and did not require an adjustment for lease type. |

**Size:** Size may also be a factor. A trend could not be extracted from the rent comparables. However, smaller spaces generally rent for more per square foot than larger spaces. Based on the size of the subject building and the comparables, no adjustment for size is applied, but is considered in the market rent reconciliation.

**Age/Condition:** The comparables have similar utility to the subject; however, the age/condition of the comparables varied. The estimated effective age of the rent comparables is in the following table.

**COMPARABLE EFFECTIVE AGE**

| No. | Estimated Effective Age |
|---|---|
| 1 | 12 years |
| 2 | 12 years |
| 3 | 12 years |
| 4 | 15 years |
| 5 | 10 years |
| 6 | 10 years |
| 7 | 30 years |
| **Additional** | |
| 8 | 10 years |
| 9 | 15 years |
| Subject | 18 years |

The age/condition adjustment developed in the sales comparison approach is applied to the comparables based on the subject's estimated effective age.

**Location:** The search for rent comparables included the subject's office node and was extended to competing nodes within Santa Fe. They share the same utility. Based on the utility of the comparables, a location adjustment is not applied, but considered in the reconciliation.

**Conclusion:** The rents after adjustment are in the following table.

**ADJUSTED RENT CHART**

| No. | Location | Unadjusted Rent/SF/year | Adjusted Rent/SF/year |
|---|---|---|---|
| **Leases: GSA/Institutional** | | | |
| 1 | 2905 Rodeo Park Dr. East, Bldg. 1 | $23.94 | $22.50 |
| 2 | 2905 Rodeo Park Dr. East, Bldg. 4 (portion) | $25.50 | $23.97 |
| 3 | 2905 Rodeo Park Dr. East, Bldg. 5 | $30.13 | $28.32 |
| 4 | 1474 Rodeo Road | $19.61 | $19.02 |
| 5 | 1 Plaza La Prensa | $25.58 | $23.53 |
| 6 | 39 Plaza La Prensa | $29.30 | $26.96 |
| 7 | 142 W Palace | $16.50 | $18.48 |
| **Additional GSA/Institutional (primary)** | | | |
| 8 | 1301 Siler Road Bldgs A, B/C, E, F | Average: $22.43 | $20.64 |
| 9 | 2055 S Pacheco | Average: $22.20 | $21.53 |
| | Leases | Average | $22.77 |
| | On a full service basis | Minimum | $18.48 |
| | | Max | $28.32 |

Comparables 4 and 7 are at the bottom of the range and are the oldest properties having received varying levels of renovation. Comparable 3 and 6 are at the upper end of the range and are comprised primarily of seasoned leases. Comparables 5 and 6 are located at the southern end of the Southwest Office/Commercial Node.

| Note |
| --- |
| The upper half of the range is typically comprised of older/seasoned leases and the lower half of the range is typically comprised of newer leases and/or older properties. The subject's landlord does not allow for sublease terms greater than one year. |

The subject's rent is not a "true" full-service lease. The tenants pay for maintenance and janitorial. If this estimated expense were added to the existing lease, it would add another $4 per sf and equal $25.75 per sf, which is still within the range of the comparables. The appraiser considers the short terms of the historical leases, as well as the "transitional period", when the City intends to sell the subject property as the primary reasons for the lease rates. As such, most weight is given to the subject's actual rent rate and the comparables are considered good supportive data.

| Market Rent (as is) |
| --- |
| $25.75 per square foot per year |

**Potential Gross Income (PGI):** Multiplying the market rent times the square footage of the subject yields the potential gross income (PGI) for the subject.

**POTENTIAL GROSS INCOME CHART**

| PGI Analysis | |
|---|---|
| 27,757 square feet x $25.75 per sf per year | $714,743 |

The total potential gross income is based on the total potential income produced by the subject @ market without consideration of vacancy or expenses.

**Vacancy/Collection Loss:** Vacancy/Collection Loss must be deducted from the potential gross income to determine the effective gross income (EGI). The subject's office node is the St. Michaels Drive Office Node. Vacancy can be estimated based on the typical lease parameters and turn-over. Estimating a two-to-five-month vacancy with a typical three-year lease yields an annualized vacancy rate of 5.6% percent to 13%. However, this does not take into account a reasonable renewal probability. The vacancy and collection loss in the analysis is primarily a function of expectations based on the characteristics of the subject, which is related to film production. Because production groups have shorter leases, it is expected that vacancy will be much higher compared to typical professional office leases.

The property type is considered to have shorter leases, but longer marketing times when vacant. Based on this discussion and the subject's attributes, a vacancy of 15% is selected and applied to the potential gross income which results in a vacancy deduction.

| Vacancy/Collection loss |
|---|
| 15% |

**Effective Gross Income (PGI):** Deducting vacancy from the PGI results in an effective gross income (EGI).

| EGI Analysis | | |
|---|---|---|
| PGI | | $714,743 |
| Vacancy | 15% | ($107,211) |
| Total: | | $607,531 |

**Expenses:** The income approach is being calculated based on full service leases. Rents are heavily dependent on the type of lease. As previously discussed, the three usual types of leases are net, modified gross and full service. The rent comparables are comprised of full service leases. The expenses are categorized as fixed expenses, variable expense and replacement reserves.

| Expense Classification | |
|---|---|
| Fixed | Operating expenses such as property taxes and insurance that generally do not vary with occupancy and that prudent management will pay for whether the property is occupied or vacant.10 |
| Variable | Operating expenses that generally vary with the level of occupancy or the extent of services provided.11 |
| Reserves | An allowance that provides for the periodic replacement of building components that wear out more rapidly than the building itself and must be replaced during the building's economic life; sometimes referred to as *reserves* or *reserves for replacement*.12<br>Such as roof covering, carpet, specific structural items and equipment with limited economic life expectancies |

**Subject Expenses:** The subject is leased; however, the subject's historical expenses would not be representative and were not provided for the appraisal.

10 Ibid., p. 93
11 Ibid., p. 245
12 Ibid., p. 197

**Comparable Expenses:** Marc Bertram, a principle of ownership of comparables 1-3, 8 and 9, previously stated that the annual expenses ranged from $7.25 per square foot per year to $7.50 per square foot per year. These are reflective of full service GSA leases. In addition, the historical expenses associated with a GSA lease at 2056 Galisteo were $7.67 in 2013, $7.78 in 2014 and $7.51 in 2015.

**Market Expenses**: In the market, the cost of the utility expense and janitorial expense usually ranges from $2.00 to $4.00 per square foot depending on how many times per week the building is cleaned and the level of the building's energy efficiency. The cost of property taxes, insurance, and maintenance generally range from $2.00 to $4.00 per square foot depending on the age and amount of maintenance to the building. Management, as previously mentioned is frequently a negotiable item, typically calculated based on 4 % to 6% of effective gross income. The management expense in the Santa Fe market is generally carried by the landlord. Two additional historical expense comparables are included in the following table. These comparables each did not include some aspect of a full service lease.

**EXPENSE COMPARABLES**

| **Location** | 1630 Hospital | | 2025 Pacheco | |
|---|---|---|---|---|
| **Size (sf)** | | 10,249 | | 39,110 |
| **Expenses** | **Annual** | ***per sf*** | **Annual** | ***per sf*** |
| **Prop Tax** | $13,647 | *$1.33* | $28,903 | *$0.74* |
| **Insurance** | $3,130 | *$0.31* | $2,998 | *$0.08* |
| **Maint./Repairs** | $11,174 | *$1.09* | $135,978 | *$3.48* |
| **Janitorial** | Tenant | *n/a* | $31,828 | *$0.81* |
| **Utilities** | Tenant | *n/a* | $120,325 | *$3.08* |
| **Management** | $8,683 | *$0.85* | n/a | *n/a* |
| **Total** | $36,634 | *$3.57* | $320,032 | *$8.18* |

The first expense comparable is an older medical office building in good condition. The second expense comparable is an older building and is also leased to a governmental entity. Several of the expenses for the second expense comparable, 2025 Pacheco Street, appear to be outside of the range produced by the other expense comparable. The maintenance expenses, and utilities expense are significantly higher than these expenses for the other property. The insurance expense was based on an underpayment for the year. The actual insurance expense is $10,089 or $0.26 per square foot. The maintenance expense and the utilities expense are significantly above

the range produced by the other expense comparable. The detail showed that several charges for capital improvements were included in the maintenance expense which isn't typical for the market. When these expenses are removed, the maintenance expense drops to $60,423 or $1.54 per square foot. Finally, the owner of the property, Robert Berkelo, stated that the utilities are high based on the HVAC system which is old and inefficient and there are plans to replace the HVAC system which should lead to significant savings.

**Expense Conclusion:** Based on the subject's attributes, an expense of $9.50 per square foot is selected. Additionally, a 3% management fee is added.

**RECONCILED EXPENSES - SUBJECT**

| Subject Size x Expense per SF | Total Expense |
|---|---|
| 27,757 @ $9.50 per sf per year + 3% of EGI = | $281,917 |

**Net Operating Income:** Deducting the lessor's expenses from the effective gross income (EGI) results in a net operating income (NOI). The NOI needs to be capitalized into an indication of value. The Net Operating Income is capitalized into an indication of value by dividing the NOI by an appropriate capitalization rate.

| NOI Analysis | |
|---|---|
| EGI | $607,531 |
| Less: Expenses | ($281,917) |
| NOI | $325,614 |

**Capitalization Rate:** The capitalization rate is the relationship between the sales price and the net income of the property. Inherent in this rate are all the influences of current market conditions, i.e. financing conditions, current interest rates, tax considerations, potential appreciation/depreciation possibilities, the personal needs and requirements of a purchaser and other factors. Two methods were used to derive a capitalization rate to be used in the analysis. The first was to extract capitalization rates from actual sales. The second method was the Modified Band of Investment. This method assigns a weighted percentage to the equity return and the mortgage rate. These are then added to give an overall capitalization rate. Sales of commercial properties in Santa Fe have generally shown overall rates in the range of 6.00% to 10.0%. The market extracted rates have tended to rise over the past few years with signs of leveling off over the past year. Five of the sales comparables produced a capitalization rate.

**CAPITALIZATION RATES – SALES COMPARABLES**

| Sales Comparable | Capitalization Rate |
|---|---|
| 1 | 8.6% |
| 3 | 10.8% |
| 4 | 10.3% |
| 5 | 10.4% |
| 6 | 7.7% |

At the time of sale, Sales Comparables 1 (older building) and 5 are subject to governmental leases and Sales Comparables 3 and 4 are subject to governmental and non-governmental leases. Sales Comparable 4 also had atypical vacancy. Comparable 5's lease was seasoned and based on the remaining term and higher rent was considered higher risk. In addition, these are primarily comprised of larger single spaces and lack the versatility to meet market demand when it changes.

| Note |
|---|
| Based on this, these capitalization rates are considered in the upper half of the range. |

The search was extended to all commercial sales within Santa Fe. The comparables with similar utility to the subject receive most consideration. Based on the limited amount of data, the search was expanded to include 2008. Sales of commercial properties in Santa Fe have generally shown overall rates in the range of 6% to 10%. With the lower end of the market made up mostly of properties in the downtown and investor grade properties. These capitalization rates are derived by extraction from the market and are listed in the following chart.

**CAPITALIZATION RATES (MARKET DERIVED)**

| Sale | Date of sale | Capitalization rate | Use |
|---|---|---|---|
| 1672 Hospital Drive | 07/08 | 7.0% | Office – medical |
| 2590 Camino Entrada | 09/08 | 7.9% | Office - medical |
| 1474-1480 St. Francis | 05/09 | 9.2% | Office |
| 422 W. San Francisco | 08/09 | 8.0% | Office/Retail - downtown |
| 1215 Paseo de Peralta | 09/09 | 8.3% | Office – downtown |
| 1442-C St. Francis Drive | 10/09 | 6.5% | Office |
| 1925 Aspen Dr., Unit 801 A&B | 05/10 | 7.2% | Office |
| 221 Canyon Road | 12/10 | 5.4% | Retail – downtown |
| 421 St. Michaels Drive | 01/11 | 6.5% | Office |
| 404 Kiva Court Unit E | 03/11 | 8.8% | Office |
| 1421 Luisa Street Unit I | 04/11 | 8.6% | Office |
| 237 East Palace Avenue | 08/11 | 7.0% | Retail - downtown |
| 490-A West Zia Road | 12/12 | 7.7% | Office - medical |
| 2014 Cerrillos Road | 03/13 | 8.5% | Restaurant |
| 1221 Luisa | 02/2015 | 6.4% | Office |
| 1409 Luisa | 04/2015 | 8.3% | Office |
| 3242 Cerrillos Road | 11/2015 | 7.4% | Retail |
| 530-532 Canyon Road | 04/2016 | 5.5% | Retail – downtown/Canyon |

| | | | |
|---|---|---|---|
| 3777 Cerrillos | 07/2016 | 8.2% | Retail - center |
| 3232 Cerrillos | 09/2017 | 7.0% | Retail |
| 126-128 W Water Street | 02/2018 | 7.5% | Retail - downtown |
| 1474 Rodeo Road | 11/2018 | 8.6% | Office |
| 2945 Rodeo Park Dr E | 12/2018 | 10.8% | Office |
| 320-328 Guadalupe Station | 05/2019 | 6.5% | Retail/Restaurant - downtown |
| 3261 Cerrillos | 06/2019 | 6.5% | Restaurant |
| 3023 Cielo Ct Units A,B,C,D | 04/2021 | 8.6% | Office/Services |
| **Note** | | | |
| Sales volume in the market has been limited since 2008 | | | |

| **Subject – Capitalization Rate** |
|---|
| Based on the table and the subject's attributes, primarily age/condition, utility/use and vacancy, there is downward pressure on the capitalization rate. A market derived capitalization rate of 7.0% to 8.5% is deemed appropriate. |

The modified band of Investment requires utilization of an equity capitalization rate which is a rate expressing the relationship between one year's pre-tax cash flow (NOI less the annual debt service) and the equity investment. Equity capitalization rates may be estimated from current so-called "safe rates" such as CDs, bonds, and T-bills, or they may be market extracted. Since equity capitalization rates (equity dividend rates) tend to change with the economy, only the most recent sales are applicable.

It is also possible to build an equity capitalization rate using a known "safe" rate and adding percentage points for loss of liquidity and risk. “Safe rates” are derived from such sources as insured certificates of deposit and AAA bonds. At this time, they lie generally in the range of 3.0% to 6.0%. Risk for the subject was viewed as moderate. Therefore, two points were added for risk. An additional 2% was needed to compensate for loss of liquidity. This resulted in a range of 7.0% to 10% for an equity capitalization rate when derived in this manner. Analysis of the sale of 1401 Maclovia produced an equity capitalization rate of 8.2% which is within the estimated range. Based on the attributes of the subject and relative investor grade, the lower end of the range was weighted and 8% is selected for the equity capitalization rate.

The modified band of investment assigns a weighted percentage to the two factors that make up the total capitalization rate. The weighted percentage was derived from the loan-to-value ratio. Therefore, the mortgage factor was assigned a percentage of 70% and the equity factor is 30% (100%-70%). The annual mortgage constant for 5% interest based on a five-year fixed term based on a 20-year amortization is 0.079 or 7.9%. The calculation of the capitalization rate per the modified band of investments is

in the following table. The Modified Band of Investment produced a capitalization rate of 7.9%.

| Modified Band Of Investments | | |
|---|---|---|
| 8% Return to Equity | | |
| Annual Constant | 0.0792 x .70 = | 0.0554 |
| Equity Requirement | 0.0800 x .30 = | 0.0240 |
| | Total | 0.0794 |

Derivation of the capitalization rate to be utilized in the income approach requires reconciliation of the market-derived capitalization rate and the Modified Band of Investment. The market extracted rates indicate a range for the subject of 8.0% to 9.0% with the most likely being the lower half of the range. The Modified Band of Investment produced a capitalization rate of 7.94%. Further support was sought from the PwC Real Estate Investor Survey (formerly Korpacz).

**PWC – 3rd QUARTER 2023 – CAP RATES**

| Category | Capitalization Rates |
|---|---|
| National Secondary Office Market | 6.00%-10.25%<br>Average: 8.16% |
| National Suburban Office Building Market | 5.00%-8.00%<br>Average: 6.54% |

With this support and with most emphasis on the market extracted rates, with specific emphasis on the tenancy and physical attributes (**all deferred maintenance has been addressed**) of the subject, a capitalization rate of 7.25% is concluded and is applied to the subject.

**Income Approach Summary:** Capitalizing the NOI results in a value indication. The income approach summary follows.

| Income Approach Summary | |
|---|---|
| **PGI** | $714,743 |
| Less: Vacancy @ 15% | ($107,211) |
| **EGI (PGI – Vacancy)** | $607,531 |
| Less: Expenses | ($281,917) |
| NOI (EGI – Expenses) | $325,614 |

## Final Value per the Income Approach

The Net Operating Income (NOI) must be capitalized in order to achieve a final value per the income approach.

| Value Per the Income Approach: Direct Capitalization | |
|---|---|
| Final Value: NOI / Cap Rate $325,614 / 7.25% = | $4,491,226 |
| Rounded | $4,500,000 |

**Benildus - Reconciliation of Preliminary Values**

| **Subject** | |
|---|---|
| Benildus Hall | |
| **Preliminary Value Indications** | |
| Sales Comparison Approach | $4,850,000 |
| Income Approach: Direct Capitalization | $4,500,000 |

For the appraisal, the sales comparison approach and the income approach (direct capitalization) are developed for the appropriate/respective preliminary values. Each of the approaches to value has validity and applicability to the appraisal problem. Ideally speaking, if each was done exactly correctly (implying uniform data), they would result in identical value estimates. However, the real estate market is not an exact arena. No two sales are exactly the same and rarely, if ever, are two commercial properties exact duplicates. Therefore, it is the responsibility of the appraiser to apply logic and experience to the data provided.

Contributory Value

**Cost Approach:** The cost approach is appropriate for new or nearly new construction. Based on the age of the improvements (excess of five years), the cost approach was not developed.

**Sales Comparison:** The sales comparison approach is a method of estimating value which involves direct comparison of the subject to other sales. The reliability of the sales comparison approach is dependent upon the degree of similarity of the comparables. The search for improved sales comparables was extended to November 2018. The comparables available for the sales comparison approach are considered ample. The adjustments were market derived and quantitative in nature. The value derived from this approach should be considered reliable.

**Income Approach**: The income approach is developed using the direct capitalization method.

Direct Capitalization: the gross rental income of the subject is estimated by determining the market rent from a survey of competing properties. The vacancy/collection loss and expenses are applied to the gross income in order to develop the net operating income. A capitalization rate was estimated by two methods, market extraction and modified band of investment, and supported by the PwC Cap Rate Survey. The net operating

income was divided by the capitalization rate to yield a value by the income approach. The rent comparables for the income approach are commercial properties in the subject's neighborhood and competing neighborhoods. They are considered adequate. The supporting data for the income approach is sufficient, and the value resulting from this approach should also be considered reliable.

**Reconciliation**: Reconciliation to a final value estimate involved consideration given to all approaches to value depending on their reliability. Investor buyers of income-producing properties typically place most weight on the income approach; however, the sales comparison approach offered three good comparables. As such the sales comparison is given supportive weight.

**Conclusion:** Based on the data presented in the report, it is my opinion that the most probable contributory value of the Benildus Hall (subject to easements and restrictions of record) 'as is' as of November 15, 2023 is:

**PRELIMINARY FINAL VALUE**

| **Subject: Benildus Hall** | | |
|---|---|---|
| Contributory Value – 'As If' | Fee simple | **Four Million Six Hundred Thousand Dollars $4,600,000** |

**It should be noted that this analysis is performed "as if" all the deferred maintenance on the subject is repaired – the subject is completely renovated.**

## Final Value Benildus

The initial value produced for the Benildus structure was completed “as if” the deferred maintenance was addressed, and all repairs were completed. A Facility Assessment Report was completed by Wilson Company on January 11, 2023, to ascertain the cost to address the building’s deferred maintenance. According to the report the cost is $1,759,269. This cost to applied to the preliminary value to produce a final value for the subject below.

Additionally, this building lacks sufficient parking. The buyer and sellers of the subject have agreed to a parking lease, until such time as land can be purchased. This drafted agreement was provided to the appraiser: however, the terms were provided orally from the seller representative. The lease term is 20 years with the ability to be renewed and the lease price is $15,000 per year. The appraiser produced a net present value through a discounted cash flow analysis. A 5% discount was used. The analysis produced a value of $251,445.34, which is rounded to $250,000.

| Component | Value |
|---|---|
| Preliminary value for Benildus | $4,600,000 |
| Cost to address deferred maintenance | $1,759,269 |
| Less the discount for lack of parking | $250,000 |
| Final Value | $2,840,731 |
| **Rounded** | **$2,590,000** |

**Garson Studios – Case Study – Sales Comparison Approach**

The Garson Studios Structure combines three soundstages, professional office space and a small theater. This property type is not uncommon in New Mexico; however, there is little sales data available. As such, an expanded sales comparison approach is not performed.

Next to the subject property, the former tennis facility known as Shellaberger sold in March of 2022 for $6,700,000. Shortly after the sale, the buyers were approached by the film industry for consideration of a transition from the historic (tennis) use to soundstage/professional office. After negotiations, the transition began, and the new facility has adapted and is being rented as a soundstage/office use. According to the new owners the facility required $1,500,000 for the soundstages to be retrofitted and soundproofed. An additional $1,000,000 is needed for electrical upgrades. Therefore, the cost of the structure with land is $9,200,000. There was a substantial amount of land included in the sale of the facility and after subtracting the “excess land” the true cost of the soundstage/office was $7,800,000 or $128.35 per square foot.

When comparing the Shellaberger facility to the Garson Studios one must consider the make-up of the two structures. Shellaberger has a greater amount of soundstage as a portion of the structure compared to Garson. Because the rent produced by the soundstage is greater than the office, and Shellaberger has more soundstage and is newer, it is considered superior.

## Garson Studios - Income Approach

The subject is currently leased as shown in the summary below.

| **Lease Summary-** | |
|---|---|
| Tenant | Aspect |
| Landlord | City of Santa Fe/Garson Studios |
| Term | One year Term: renewable current term 8/25/23 through 8/26/24 |
| | Option Terms: one year |
| Rent | Commencement: 8/25/23<br>Studios, A, B and C and parking – rent varies per month |
| Lease Basis | • Full service |
| Permitted Use | film production |

## Direct Capitalization

| **Definition: Direct Capitalization** |
|---|
| A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only one year's income is used. Yield and value changes are implied, but not explicitly identified.[13] |

The Income Approach is based on the income producing capabilities of the property. For the Direct Capitalization method, a Potential Gross Income (PGI) is estimated from which vacancy loss is deducted to arrive at an Effective Gross Income (EGI). Expenses are then estimated and deducted from the EGI to obtain a Net Operating Income (NOI). The NOI is then capitalized into an indication of value by the application of an overall rate which has been developed through market extraction, development of the Modified Band of Investment and published sources.

**It should be noted that this analysis is performed "as if" all the deferred maintenance on the subject is repaired – the subject is completely renovated.**

[13] Ibid., p. 53

**Market Rent:** Rents were researched for similar buildings. The management of the Shellaberger facility were contacted. They stated that full-service lease for the soundstage portion of the facility will rent for between $2.50 and $3.00 per square foot per month.

A rent analysis completed by a local appraiser, Art Neudek, MAI. Within his report rent comparables in Los Angeles found were between $25 and $50 per square foot on a triple net basis. He stated that the soundstage rent (at Garson Studios) which included parking behind the building, should be $25 per square foot per year on a triple net basis. This does not include the office/storage/theater space in the structure.

The office portion of the building is important and useable because production requires more than a soundstage, for example, photography, make-up, conference rooms, and administration. If this space wasn't available on-site, the production would go off-site and into Santa Fe's professional office market top rent space. Based on the analysis provided in the Benildus sections of this report, market rent is $25.75 per square foot per full-service basis; however, the balance of the space in the building has storage areas and a small theater, with limited uses.

In the months between February of 2023 and July of 2023 the subject had an average contract rent of $137,412 per month. It should be noted that 2023 was a poor year for the demand of film production space due to a writers strike. As such, $137,000 per month is represented as a potential income and the subject's historic income.

## Potential Gross Income (PGI):

**POTENTIAL GROSS INCOME CHART**

| **PGI Analysis** | |
|---|---|
| $137,000 X 12 months | $1,644,000 |

The total potential gross income is based on the total potential income produced by the subject @ market without consideration of vacancy or expenses.

**Vacancy:** Vacancy/Collection Loss must be deducted from the potential gross income to determine the effective gross income (EGI). The subject structure is directly used for film/multimedia production and has a history of being leased. Over the past several years, the film industry has been challenged with COVID and a writer's strike. Additionally, productions rent terms are commonly between 6 months and 10 months. It would be unfair to use occupancy data from (unusual) times as representative; however, occupancy rates are lower than typical professional office or light industrial markets. The property type is considered to have shorter leases, but much longer marketing times when vacant. Based on this discussion and the subject's attributes, a vacancy of 20% is selected and applied to the potential gross income which results in a vacancy deduction.

| Vacancy |
|---|
| 20% |

**Effective Gross Income (PGI):** Deducting vacancy from the PGI results in an effective gross income (EGI).

| EGI Analysis | | |
|---|---|---|
| PGI | | $1,644,000 |
| Vacancy | 20% | ($328,800) |
| Total: | | $1,315,200 |

**Expenses:** This income approach is being calculated based on full-service leases. Rents are heavily dependent on the type of lease. As previously discussed, the three usual types of leases are net, modified gross and full service. The expenses are categorized as fixed expenses, variable expense and replacement reserves.

| **Expense Classification** | |
|---|---|
| Fixed | Operating expenses such as property taxes and insurance that generally do not vary with occupancy and that prudent management will pay for whether the property is occupied or vacant. |
| Variable | Operating expenses that generally vary with the level of occupancy or the extent of services provided. |
| Reserves | An allowance that provides for the periodic replacement of building components that wear out more rapidly than the building itself and must be replaced during the building's economic life; sometimes referred to as *reserves* or *reserves for replacement*.<br>Such as roof covering, carpet, specific structural items, and equipment with limited economic life expectancies |

**Subject Expenses:** The subject is currently leased; however, the subject's historical expenses would not be representative and were not provided for the appraisal.

| **Expense** | **Costs** |
|---|---|
| Maintenance @ $10.00* per sf | $492,000 |
| Tax based on $4,500,000 | $48,235 |
| Management @ 3% of EGI | $39,456 |
| Insurance @$0.30 per sf | $14,760 |
| Total | $610,530 |

***Reflects maintenance after all deferred maintenance has been addressed**

**Net Operating Income:** Deducting the lessor's expenses from the effective gross income (EGI) results in a net operating income (NOI). The NOI needs to be capitalized into an indication of value. The Net Operating Income is capitalized into an indication of value by dividing the NOI by an appropriate capitalization rate.

| **NOI Analysis** | |
|---|---|
| EGI | $1,315,200 |
| Less: Expenses | ($610,530) |
| NOI | $704,670 |

**Capitalization Rate:** The capitalization rate is the relationship between the sales price and the net income of the property. Inherent in this rate are all the influences of current market conditions i.e., financing conditions, current interest rates, tax considerations, potential appreciation/depreciation possibilities, the personal needs and requirements of a purchaser and other factors. Two methods were used to derive a capitalization rate to be used in the analysis. The first was to extract capitalization rates from actual sales. The second method was the Modified Band of Investment. This method assigns a weighted percentage to the equity return and the mortgage rate. These are then added to give an overall capitalization rate. Sales of commercial properties in Santa Fe have generally shown overall rates in the range of 6.00% to 10.0%. The market extracted rates have tended to rise over the past few years with signs of leveling off over the past year.

The search was extended to all commercial sales within Santa Fe. The comparables with similar utility to the subject receive most consideration. Based on the limited amount of data, the search was expanded to include 2008. Sales of commercial properties in Santa Fe have generally shown overall rates in the range of 6% to 10%. With the lower end of the market made up mostly of properties in the downtown and investor grade properties. These capitalization rates are derived by extraction from the market and are listed in the following chart.

**CAPITALIZATION RATES (MARKET DERIVED)**

| Sale | Date of sale | Capitalization rate | Use |
|---|---|---|---|
| 1672 Hospital Drive | 07/08 | 7.0% | Office – medical |
| 2590 Camino Entrada | 09/08 | 7.9% | Office - medical |
| 1474-1480 St. Francis | 05/09 | 9.2% | Office |
| 422 W. San Francisco | 08/09 | 8.0% | Office/Retail - downtown |
| 1215 Paseo de Peralta | 09/09 | 8.3% | Office – downtown |
| 1442-C St. Francis Drive | 10/09 | 6.5% | Office |
| 1925 Aspen Dr., Unit 801 A&B | 05/10 | 7.2% | Office |
| 221 Canyon Road | 12/10 | 5.4% | Retail – downtown |
| 421 St. Michaels Drive | 01/11 | 6.5% | Office |
| 404 Kiva Court Unit E | 03/11 | 8.8% | Office |
| 1421 Luisa Street Unit I | 04/11 | 8.6% | Office |
| 237 East Palace Avenue | 08/11 | 7.0% | Retail - downtown |
| 490-A West Zia Road | 12/12 | 7.7% | Office - medical |
| 2014 Cerrillos Road | 03/13 | 8.5% | Restaurant |
| 1221 Luisa | 02/2015 | 6.4% | Office |
| 1409 Luisa | 04/2015 | 8.3% | Office |
| 3242 Cerrillos Road | 11/2015 | 7.4% | Retail |
| 530-532 Canyon Road | 04/2016 | 5.5% | Retail – downtown/Canyon |

| | | | |
|---|---|---|---|
| 3777 Cerrillos | 07/2016 | 8.2% | Retail - center |
| 3232 Cerrillos | 09/2017 | 7.0% | Retail |
| 126-128 W Water Street | 02/2018 | 7.5% | Retail - downtown |
| 1474 Rodeo Road | 11/2018 | 8.6% | Office |
| 2945 Rodeo Park Dr E | 12/2018 | 10.8% | Office |
| 320-328 Guadalupe Station | 05/2019 | 6.5% | Retail/Restaurant - downtown |
| 3261 Cerrillos | 06/2019 | 6.5% | Restaurant |
| 3023 Cielo Ct Units A,B,C,D | 04/2021 | 8.6% | Office/Services |
| **Note** | | | |
| Sales volume in the market has been limited since 2008 | | | |

| **Subject – Capitalization Rate** |
|---|
| Based on the table and the subject's attributes, primarily age/condition, utility/use and vacancy, there is upward pressure on the capitalization rate. A market derived capitalization rate of 7.5% to 9.0% is deemed appropriate. |

The modified band of Investment requires utilization of an equity capitalization rate which is a rate expressing the relationship between one year's pre-tax cash flow (NOI less the annual debt service) and the equity investment. Equity capitalization rates may be estimated from current so-called "safe rates" such as CDs, bonds, and T-bills, or they may be market extracted. Since equity capitalization rates (equity dividend rates) tend to change with the economy, only the most recent sales are applicable.

It is also possible to build an equity capitalization rate using a known "safe" rate and adding percentage points for loss of liquidity and risk. “Safe rates” are derived from such sources as insured certificates of deposit and AAA bonds. At this time, they lie generally in the range of 3.0% to 6.0%. Risk for the subject was viewed as moderate. Therefore, two points were added for risk. An additional 2% was needed to compensate for loss of liquidity. This resulted in a range of 7.0% to 10% for an equity capitalization rate when derived in this manner. Analysis of the sale of 1401 Maclovia produced an equity capitalization rate of 8.2% which is within the estimated range. Based on the attributes of the subject and relative investor grade, the lower end of the range was weighted and 8% is selected for the equity capitalization rate.

The modified band of investment assigns a weighted percentage to the two factors that make up the total capitalization rate. The weighted percentage was derived from the loan-to-value ratio. Therefore, the mortgage factor was assigned a percentage of 70% and the equity factor is 30% (100%-70%). The annual mortgage constant for 5% interest based on a five-year fixed term based on a 20-year amortization is 0.079 or 7.9%. The calculation of the capitalization rate per the modified band of investments is

in the following table. The Modified Band of Investment produced a capitalization rate of 7.9%.

| Modified Band Of Investments | | |
|---|---|---|
| 8% Return to Equity | | |
| Annual Constant | 0.0792 x .70 = | 0.0554 |
| Equity Requirement | 0.0800 x .30 = | 0.0240 |
| | Total | 0.0794 |

Derivation of the capitalization rate to be utilized in the income approach requires reconciliation of the market-derived capitalization rate and the Modified Band of Investment. The market extracted rates indicate a range for the subject of 8.5% to 10.0% with the most likely being the lower half of the range. The Modified Band of Investment produced a capitalization rate of 7.94%.

Further support was sought from the PwC Real Estate Investor Survey (formerly Korpacz). Based on the First Quarter publication, capitalization rates in most property sectors are on the rise.

With this support and with most emphasis on the market extracted rates, with specific emphasis on the tenancy and physical attributes **("as if" all deferred maintenance has been addressed**) of the subject, a capitalization rate of 8% is concluded and is applied to the subject.

**Income Approach Summary:** Capitalizing the NOI results in a value indication. The income approach summary follows.

| Income Approach Summary | |
|---|---|
| **PGI** | $1,644,000 |
| Less: Vacancy @ 20% | ($328,800) |
| **EGI (PGI – Vacancy)** | $1,315,200 |
| Less: Expenses | ($610,530) |
| NOI (EGI – Expenses) | $704,670 |

## Final Value per the Income Approach

The Net Operating Income (NOI) must be capitalized in order to achieve a final value per income approach.

| Value Per the Income Approach: Direct Capitalization | |
|---|---|
| Final Value: NOI / Cap Rate $704,670 / 8.0% = | $8,808,375 |
| **Rounded** | **$8,800,000** |

**Garson Studios - Reconciliation and Preliminary Value Conclusion**

| **Subject** | |
|---|---|
| Garson Studios | |
| **Value Indications** | |
| Study | Less than $128 per sf |
| Income Approach: Direct Capitalization | $8,800,000 |

For the appraisal, a sales comparison approach could not be completed because there were not enough adequate comparable sales. In leu of this approach, a neighboring property was examined as supportive data. This structure was formerly a tennis facility and now has been transitioned into a soundstage/office structure. Because this has a greater ratio of soundstage to office, has more rentable soundstage and is in better condition, it is considered far more superior than the subject. Only supportive weight is given to this analysis.

**Cost Approach:** The cost approach is appropriate for new or nearly new construction. Based on the age of the improvements (excess of five years), the cost approach is not developed.

**Income Approach**: The income approach is developed using the direct capitalization method.

Direct Capitalization: the gross rental income of the subject is estimated by determining the market rent from a survey of competing properties. The vacancy/collection loss and expenses are applied to the gross income in order to develop the net operating income. A capitalization rate was estimated by two methods, market extraction and modified band of investment, and supported by the PwC Cap Rate Survey. The net operating income was divided by the capitalization rate to yield a value by the income approach. The rent comparables for the income approach are commercial properties in the subject's neighborhood and competing neighborhoods. They are considered adequate. The supporting data for the income approach is sufficient, and the value resulting from this approach should also be considered reliable.

**Reconciliation**: Reconciliation to a final value estimate involved consideration given to all approaches to value depending on their reliability. Investor buyers of income-producing properties typically place most weight on the income approach. Only a small amount of weight is attributed to the neighboring sale property analysis.

**Conclusion:** Based on the data presented in the report, it is my opinion that the most probable contributory value (subject to easements and restrictions of record) in the Garson Studios 'as is' as of November 15, 2023 is:

**PRELIMINARY FINAL VALUE**

| **Subject: Garson Studios** | | |
|---|---|---|
| Contributory Value – 'As If' | Fee simple | **Eight Million Eight Hundred Thousand Dollars $8,800,000** |

## Final Value Garson Studios

The initial value produced for the Garson Studios structure was completed “as if” the deferred maintenance was addressed, and all repairs were completed. A Facility Assessment Report was completed by Wilson Company on January 4, 2023, to ascertain the cost to address the building’s deferred maintenance. According to the report the cost is $2,696,459. This cost to applied to the preliminary value to produce a final value for the subject below.

| Component | Value |
|---|---|
| Preliminary value for Benildus | $8,800,000 |
| Cost to address deferred maintenance | $2,696,459 |
| Final Value | $6,103,541 |
| **Rounded** | **$6,100,000** |

## Driscoll – Income Approach

The Driscoll building was formerly an athletic facility. Approximately one half of the structure was a gymnasium, and the other half was comprised of exercise rooms, locker rooms, racquetball courts and an entry. Upon this appraiser's initial inspection, the building was described as "in the process of being converted into a soundstage, where the gymnasium will be the soundstage and the remaining rooms will be converted into offices". This made sense because the basketball court flooring had been converted into flooring that is typical for soundstages.

It has come to the attention of the appraiser that soundstage development is inappropriate due to structural issues with the building. As such, the building will be appraised based as a "utility structure" as is needed and demand exists. It should be noted that the structure rents for approximately $30,000 per month in its current state.

| **Extraordinary Assumption** |
| --- |
| According to the appraiser the Driscoll structure should be converted into a soundstage with the remaining space used as supportive office. There have been some structural issues identified that could make the conversion of the building inappropriate. If the structure is found to be structurally adequate or financially feasible to be renovated to be adequate, the results of this appraisal are subject to change. |

**It should be noted that this valuation does consider the incorporation of the deferred maintenance report. The structure can/does produce income in its current condition. As such, this valuation analysis is performed in a "as is" condition of the structure.**

**Potential Gross Income (PGI):** Multiplying the market rent times the square footage of the subject yields the potential gross income (PGI) for the subject.

**POTENTIAL GROSS INCOME CHART**

| PGI Analysis | |
|---|---|
| $30,000 X 12 months | $360,000 |

The total potential gross income is based on the total potential income produced by the subject @ market without consideration of vacancy or expenses.

**Vacancy:** Vacancy/Collection Loss must be deducted from the potential gross income to determine the effective gross income (EGI). The subject structure is directly used for film/multimedia production and has a history of being leased. Over the past several years, the film industry has been challenged with COVID and a writer's strike. Additionally, productions rent terms are commonly between 6 months and 10 months. It would be unfair to use occupancy data from (unusual) times as representative; however, occupancy rates are lower than typical professional office or light industrial markets. The property type is considered to have shorter leases, but much longer marketing times when vacant. Based on this discussion and the subject's attributes, a vacancy of 20% is selected and applied to the potential gross income which results in a vacancy deduction.

| Vacancy |
|---|
| 20% |

**Effective Gross Income (PGI):** Deducting vacancy from the PGI results in an effective gross income (EGI).

| EGI Analysis | | |
|---|---|---|
| PGI | | $360,000 |
| Vacancy | 20% | ($72,000) |
| Total: | | $288,000 |

**Expenses:** This income approach is being calculated based on full service leases. Rents are heavily dependent on the type of lease. As previously discussed, the three usual types of leases are net, modified gross and full service. The expenses are categorized as fixed expenses, variable expense and replacement reserves.

| **Expense Classification** | |
|---|---|
| Fixed | Operating expenses such as property taxes and insurance that generally do not vary with occupancy and that prudent management will pay for whether the property is occupied or vacant. |
| Variable | Operating expenses that generally vary with the level of occupancy or the extent of services provided. |
| Reserves | An allowance that provides for the periodic replacement of building components that wear out more rapidly than the building itself and must be replaced during the building's economic life; sometimes referred to as *reserves* or *reserves for replacement*.<br>Such as roof covering, carpet, specific structural items and equipment with limited economic life expectancies |

**Subject Expenses:** The subject is currently leased; however, the subject's historical expenses would not be representative and were not provided for the appraisal.

| **Expense** | **Costs** |
|---|---|
| Maintenance @ $7.00 per sf | $177,600 |
| Tax based on $850,000 | $9,111 |
| Management @ 3% of EGI | $8,640 |
| Insurance @$0.30 per sf | $6,660 |
| Total | $202,011 |

**Net Operating Income:** Deducting the lessor's expenses from the effective gross income (EGI) results in a net operating income (NOI). The NOI needs to be capitalized into an indication of value. The Net Operating Income is capitalized into an indication of value by dividing the NOI by an appropriate capitalization rate.

| **NOI Analysis** | |
|---|---|
| EGI | $288,000 |
| Less: Expenses | ($202,011) |
| NOI | $85,989 |

**Capitalization Rate:** The capitalization rate is the relationship between the sales price and the net income of the property. Inherent in this rate are all the influences of current market conditions i.e., financing conditions, current interest rates, tax considerations, potential appreciation/depreciation possibilities, the personal needs and requirements of a purchaser and other factors.

With this support and with most emphasis on the market extracted rates, with specific emphasis on the tenancy and physical attributes ("as is") of the subject, a capitalization rate of 9.0% is concluded and is applied to the subject.

**Income Approach Summary:** Capitalizing the NOI results in a value indication. The income approach summary follows.

| Income Approach Summary | |
|---|---|
| **PGI** | $360,000 |
| Less: Vacancy @ 20% | ($72,000) |
| **EGI (PGI – Vacancy)** | $288,000 |
| Less: Expenses | ($202,011) |
| NOI (EGI – Expenses) | $85,989 |

## Preliminary Value per the Income Approach

The Net Operating Income (NOI) must be capitalized in order to achieve a preliminary value per the income approach.

| Final Value Per the Income Approach: Direct Capitalization | |
|---|---|
| Value: NOI / Cap Rate $85,989 / 9.0% = | $955,433 |
| | $950,000 |

| Extraordinary Assumption |
|---|
| According to the appraiser the Driscoll structure should be converted into a soundstage with the remaining space used as supportive office. There have been some structural issues identified that could make the conversion of the building inappropriate. If the structure is found to be structurally adequate or financially feasible to be renovated to be adequate, the results of this appraisal are subject to change. |

## Excess Land - Sales Comparison Approach

The subject's excess land is 136,525 square feet in size. The valuation is comprised of the sales comparison approach, which is typically the only approach appropriate to the appraisal of vacant land and there is adequate data and support for the adjustments.

| **Definition: Sales Comparison Approach** |
|---|
| The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.[14] |

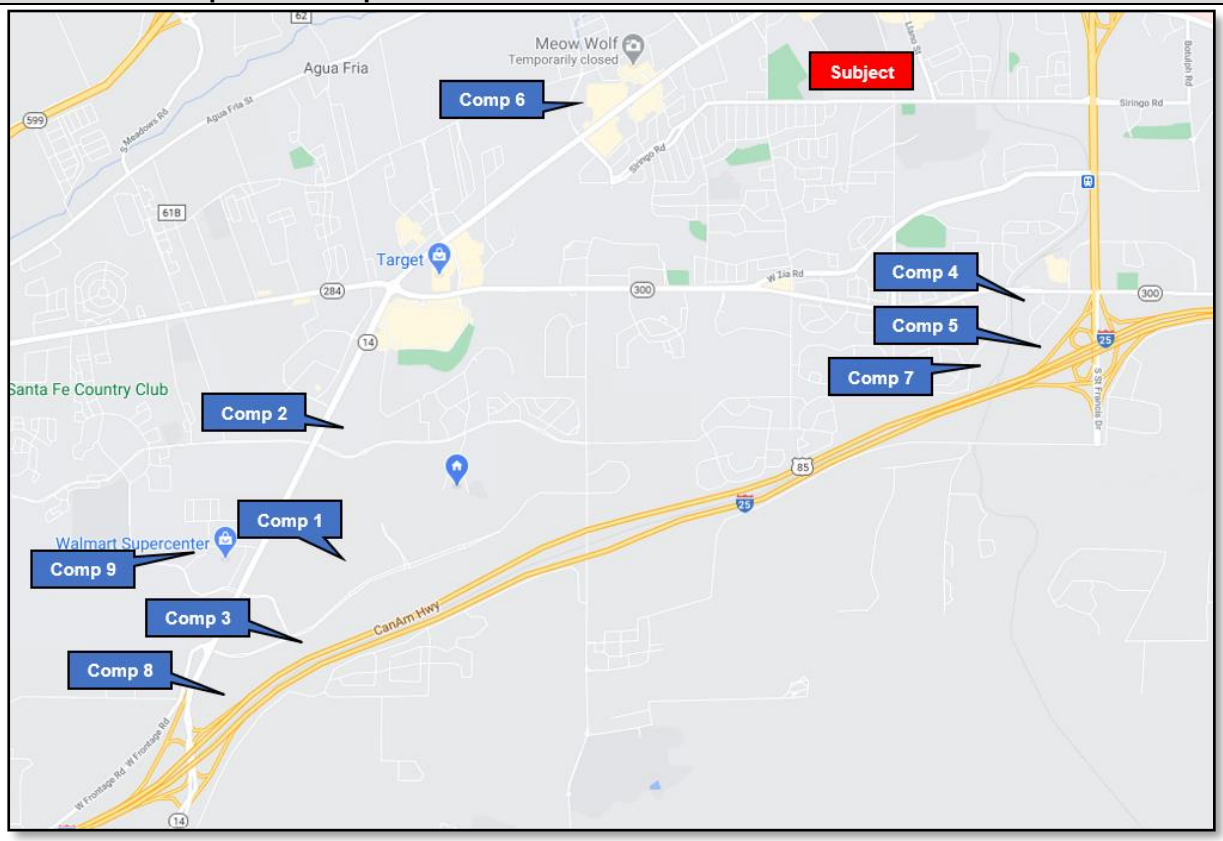
While there are seldom exact duplicate properties available to a buyer, the prices paid for similar properties are indicative of value. In this approach to value a common denominator is used in comparing sales to the subject's land. In this particular case, the price per square foot was used. The initial search for sales was limited to land with similar utility/use-shared Highest and Best Use. Based on the limited number of sales in general, the search was extended to include commercial sales sharing attributes and competing neighborhoods in Santa Fe. The comparables are summarized in the following chart and described individually on the pages following the chart.

**COMMERCIAL VACANT LAND COMPARABLES**

| No. | Location | Date of Sale | Sales Price | Size (sf) | Price Per sf |
|---|---|---|---|---|---|
| 1 | 5011 Las Soleras Drive | 08/2016 | $1,583,842 | 349,787 | $4.53 |
| 2 | 6820 Cerrillos Road | 10/2016 | $1,350,000 | 217,364 | $6.21 |
| 3 | 5376 Beckner Road | 10/2017 | $1,200,000 | 291,765 | $4.11 |
| 4 | 2952 Rodeo Park Dr West | 10/2017 | $1,800,000 | 344,560 | $5.22 |
| 5 | 2977 Rodeo Park Dr East | 12/2017 | $1,188,317 | 148,583 | $8.00 |
| 6 | Lot 2-Richards Avenue (north of Cerrillos) | 03/2018 | $1,875,000 | 317,552 | $5.90 |
| 7 | 2981 Galisteo Road | 01/2020 | $1,100,000 | 275,517 | $3.99 |
| 8 | 5200 Beckner Road (Lot 2B) | 01/2020 | $3,544,655 | 495,756 | $7.15 |
| 9 | Lot 4-A1 - 4900 Hernandez Rd | 06/2020 | $2,172,576 | 324,261 | $6.70 |
| **Note** | | | | | |
| Comparables 1, 4, 6, 8 and 9 were purchased for multi-family development. Comparables 2, 3, 5 and 7 are commercial tracts that share utility/potential with the multi-family comparables, but also include some commercial development potential | | | | | |

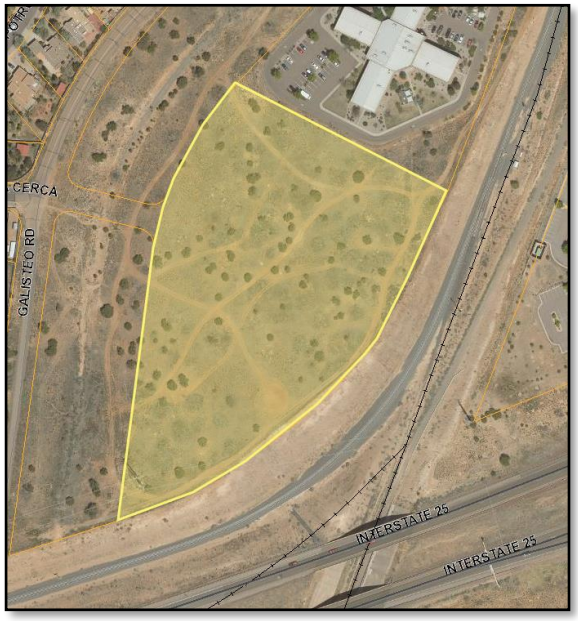
[14] Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., (Chicago: Appraisal Institute, 2022), p. 170

**Land Sales Comparables Map**



| Land Sales Comparables - Details | | |
|---|---|---|
| 1 |  | • **Location: 5011 Las Soleras Drive (Lot 10)**<br>• Grantor: Las Soleras Center, LLC<br>• Grantee: Spectrum Acquisitions Santa Fe<br>• Date of Sale: 08/2016<br>• Sales Price: $1,583,842<br>• Terms: cash/cash equivalent<br>• Land area: 8.03 acres or 349,787 square feet<br>• Price per SF: $4.53<br>• Comments: Located in Las Soleras proximity to I-25. Purchased for development of assisted living facility. |
| 2 |  | • Address: 6820 Cerrillos Road<br>• Date of sale: 10/2016<br>• Grantor: Cloverdale LLC<br>• Grantee: Carmax<br>• Price: $1,350,000<br>• Terms: Cash to seller<br>• Land area: 4.99 acres or 217,364 SF<br>• Price per SF: $6.21<br>• Zoning: C-2<br>• Comments: Purchased with adjacent property at 6800 Cerrillos: assemblage. Property is improved with a dilapidated hotel/service station with aged/limited infrastructure. Improvements to be demolished: estimate $160,000. Rear of tract has slopes and a portion of flood plain. Flood plain can be used for open space (open space requirement without water harvesting: 25%). The area in the flood plain represents an area less than 25% of the entire site. Based on this, the gross size of the site is used in the price per square foot calculation. However, based on the slopes, the rear of the site not in the flood plain likely has less utility.<br>Green: Flood plain |
| 3 |  | • **Location: 5376 Beckner Road (Lot 28-F1)**<br>• Grantor: Beckner Road Equities<br>• Grantee: Presbyterian<br>• Date of Sale: 10/2017<br>• Sales Price: $1,200,000<br>• Terms: cash/cash equivalent<br>• Land area: 6.698 acres or 291,765 square feet<br>• Price per SF: $4.11<br>• Comments: Located in Las Soleras adjacent to I-25. Purchased for use for support services for Presbyterian Hospital. |

| Land Sales Comparables - Details | | |
|---|---|---|
| 4 |  | • **Location: 2952 Rodeo Park Dr West**<br>• Grantor: Jeb Rob<br>• Grantee: Titan<br>• Date of Sale: 10/2017<br>• Sales Price: $1,800,000<br>• Terms: cash/cash equivalent<br>• Land area: 344,560 square feet<br>• Price per SF: $5.22<br>• Comments: Located in Rodeo Business Park. It has frontage on Rodeo Park Dr West and Rodeo Road. Purchased for development of apartments. |
| 5 |  | ▪ **Location: 2977 Rodeo Park Dr East**<br>▪ Grantor: SFMC Investments II<br>▪ Grantee: Titan<br>▪ Date of Sale: 12/2017<br>▪ Sales Price: $1,188,317<br>▪ Terms: cash/cash equivalent<br>▪ Land area: 148,583 square feet<br>▪ Price per SF: $8.00<br>• Comments: Located in Rodeo Business Park. Purchased for development of self-storage |

| Land Sales Comparables - Details | | |
|---|---|---|
| 6 |  | • **Location: Lot 2 Richards**<br>• **(north of Cerrillos)**<br>• Grantor: Hyder<br>• Grantee: KLG 26 (Kassam)<br>• Date of Sale: 03/2018<br>• Sales Price: $1,875,000<br>• Terms: Real Estate Contract – interest rate is below market, but due to the relatively short period, the impact is considered minimal<br>• Land area: 317,552 square feet or 7.29 acres<br>• Price per SF: $5.90<br>• Zoning: C-2<br>• Comments: Located in commercial node between big box retailers in a secondary location to Cerrillos Road. Purchased for multi-family development. |
| 7 |  | • **Location: 2981 Galisteo Road**<br>• Grantor: B&E LP<br>• Grantee: Anchorum<br>• Date of Sale: 01/2020<br>• Sales Price: $1,100,000<br>• Terms: cash/cash equivalent<br>• Land area: 275,517 square feet or 6.325 acres<br>• Price per SF: $3.99<br>• Zoning: BIP<br>• Comments: Located in Rodeo Business Park, but isn't accessed from within the park. Access is through the residential neighborhood to the west. Purchased for low intensity office or similar/related use after further subdivision. |

| Land Sales Comparables - Details | | |
|---|---|---|
| 8 |  | • **Location: 5200 Beckner Road**<br>• Grantor: The Tanager Company LLC<br>• Grantee: TA Las Soleras, LLC<br>• Date of Sale: 01/2020<br>• Sale Price: $3,544,655<br>• Sale Terms: Cash equivalent<br>• Land Area: 495,756 square feet<br>• Price per SF: $7.15<br>• Zoning: C2<br>• Comments: Las Soleras Development (residential, institutional and commercial development-local, regional and national) in a high profile/visibility location. Property purchased for development of apartments. |
| 9 |  | • **Location: 4900 Hernandez Road Lot 4-A1**<br>• Grantor: Henry Oliver III Family Limited Partnership<br>• Grantee: Next Generation Contracting LLC<br>• Date of Sale: 06/2020<br>• Sale Price: $2,172,576<br>• Sale Terms: Cash/Cash equivalent<br>• Land Area: 324,261 square feet<br>• Price per SF: $6.70<br>• Zoning: I1<br>• Comments: Entrada Contenta – developed lot at the back of the development. Property purchased for apartments. |

## Analysis and Value Conclusion

The comparables represent the most recent sales of vacant land parcels that share the same general attributes of the subject. Several elements of comparison can affect the value of vacant land. The elements of comparison and their resulting adjustments fall into two categories: transactional adjustments and property adjustments.

**CHART OF ADJUSTMENTS**

| Category | Adjustment |
|---|---|
| **Transactional** | Real property rights conveyed<br>Financing terms<br>Conditions of sale<br>Expenditures made immediately after purchase<br>Market conditions |
| **Property** | Physical characteristics<br>Location<br>Economic characteristics<br>Use/zoning<br>Non-realty components value |

These elements are analyzed to determine if an adjustment is required. They are discussed below and the findings summarized and reconciled on a comparison grid at the end of the land valuation section. Only those items requiring adjustment are discussed. The transactional adjustments are applied in sequence. The property adjustments do not need to be applied in a specific sequence.

Transactional Adjustments

**Real property rights conveyed**: All of the sales were fee simple.

**Financing terms**: Comparables 1-5 and 7-9 are believed to be cash or cash equivalent. Comparable 6 was purchased with a real estate contract (REC). It was reported to be below market, but due to the short term of the REC, the impact of the bellow market rate had limited materiality. No adjustment was made to the comparables for financing/terms of sale.

**Conditions of sale:** Conditions of sale relates to any undue pressure on either the buyer or the seller. None of the comparables required an adjustment for Conditions of Sale.

**Expenditures after sale:** Comparable 2 was improved at the time of sale. The buyer intends to demolish the improvements and redevelop the site. The estimated demolition expense for this comparable is in the following table.

| Comparable | Demolition Estimate |
|---|---|
| 2 | $160,000 |

None of the other comparables required any expenditure-after-sale.

**Market conditions**:

| Comparables: Date of Sale |
|---|
| The sales span a time period of 86 months from the first sale to the date of valuation, November 15, 2023. |

Based on the current market and improvement/appreciation in some of the submarkets, it is reasonable to expect values might have changed over that time period. The most accurate measure of change in value is the comparison of a sale and resale of the same property. The subject is comprised of vacant land (primarily) with a highest and best use of multi-family/high density development. The comparables include tracts purchased for multi-family development and in city commercial lots that share locational attributes and potential. Over the past three years, the market has produced varying levels of appreciation. Lacking the volume of large land sales, the search was extended to smaller lots.

Sales of lots on Thomas Road/Court were analyzed. These sales occurred during the beginning of the recovery.

| Time of Sale Comparison | | |
|---|---|---|
| **Comparison 1** | | |
| Property | Date | $/SF |
| 3812 Thomas Road – Lot 14 | 02/2016 | $3.81 |
| 3816 Thomas Court – Lot 13 | 07/2017 | $4.65 |
| Difference | 17 months | 22.05% |
| Adjustment-per month | | 1.30% |
| **Comparison 2** | | |
| Property | Date | $/SF |
| 3808 Thomas Road – Lot 15 | 02/2016 | $3.28 |
| 3816 Thomas Court – Lot 13 | 07/2017 | $4.65 |
| Difference | 17 months | 41.77% |
| Adjustment-per month | | 2.46% |

The listing broker for these properties was consulted. He stated that the original sales in 2016 had been held for a long time. Once they sold and the market was

showing additional signs of recovery, the increased demand and lack of inventory in this property class (light industrial/business park) drove the price increase. He felt the overall market was showing varying degrees of appreciation, but this portion of the market showed an extreme price appreciation, probably due to the significant price depreciation that occurred during the downturn.

The residential market has been particularly dynamic since 2018 with a range of appreciation from 0% to 1% per month. Based on the range, the median residential lot value in Santa Fe is used as the basis of comparison. The annual residential lot sales in the City of Santa Fe from the MLS are in the following table.

| Year | Residential Lot Median Sales Price |
|---|---|
| 2018 | $185,000 |
| 2019 | $150,000 |
| 2020 | $176,000 |
| 2021 | $245,000 |
| 2022 | $240,250 |

Based on this table, the average residential lot sale has shown an appreciation rate of 0.5% per month [($240,250/$185,000)-1 divided by 60 months]. It should be noted that the subject is a mixed-use development and the residential component of the property may be comprised of multiple residential uses: single family to multi family. In addition, larger properties didn't consistently show the same level of appreciation and appears to have started later.

Based on this discussion and the subject's attributes, including large size, mixed-use and range of use, an appreciation rate of 0.4% per month (+0.4% per month), which is consistent with the historical appreciation rates in the Santa Fe, is extrapolated for the comparables beginning in January of 2019, through December of 2022.

| Note |
|---|
| Application of the market conditions adjustments are applied to the comparables based on the time between recordation of the sale and the effective date of the appraisal – the month of the date of recordation and the month of the effective date of value are not included. |

Property Adjustments

**Physical characteristics:** Physically, the comparable lots are all commercial lots (multi-family, other) within the city and surrounding area and share similar attributes. The sizes of the comparables range from 148,583 square feet to 495,756 square feet. Normally, as the size of a site increases the price per square foot will decrease. The

comparables did not form the basis of a comparison. Therefore, the search is extended to competing commercial markets in Santa Fe. Two sales of commercial properties within Santa Fe are compared. The comparison is based on the price per square foot after adjustment for market conditions.

**SIZE COMPARISON**

| Property | Market condition adjusted $ per sf* | Size | Adjustment |
|---|---|---|---|
| 2947 Rodeo Park East | $9.12 | 24,829 | |
| Tract C-12-A - Rodeo Park Dr. East | $7.83 | 72,750 | |
| Difference | -$1.29 | -47,921 | $0.027 per 1,000 sf |

*Market condition adjusted

A size adjustment was found by comparison of the sale of two commercial properties on Cerrillos Road located in the subject's neighborhood. The first sale is adjusted for time based on the time-of-sale adjustment previously estimated.

**SIZE COMPARISON**

| Property | $ per sf | Size | Adjustment |
|---|---|---|---|
| 3561 Cerrillos Rd | $14.16* | 45,477 | |
| 2600 Cerrillos Rd | $12.92 | 129,373 | |
| Difference | -$1.24 | 83,896 | $0.015 per 1,000 sf |

*Market condition adjusted

This comparison produced an adjustment of $0.015 per 1,000 square feet. However, size trends within the comparable data are conflicting. The subject is significantly larger in aggregate than the range produced by the comparables. Based on this, with consideration of the subject's size in aggregate, the sales comparables and these comparisons, a size adjustment of $0.002 per 1,000 square feet is extrapolated.

**Location:** Location is one of the most important value determining factors for commercial property due to high traffic exposure. The comparables and subject are located within the same general neighborhood and competing neighborhoods. The locations of the comparables and subject are located in the following table.

**COMPARABLE LOCATION**

| No. | Location |
|---|---|
| 1 | Las Soleras, with visibility from internal to development and from I-25 |
| 2 | Location on Cerrillos Road on a major entry point to Santa Fe |
| 3 | Las Soleras, with visibility from internal to development and from I-25/adjacent to I-25 |
| 4 | Rodeo Business Park – on Rodeo Road |
| 5 | Rodeo Business Park, visibility from internal to development and from I-25/adjacent to I-25 |
| 6 | Location secondary to Cerrillos Road in an area of commercial development |
| 7 | Rodeo Business Park, limited to no visibility from development; visibility from I-25/adjacent to I-25 |
| 8 | Las Soleras, with visibility from internal to development and from I-25 |
| 9 | Entrada Contenta – anchored by Walmart, in a secondary location |
| Subject | Siringo Road and Alumni Drive at the entry to the Midtown development. Subject lots are located in a centralized location with ready access to all the quadrants in the city. |

The locations of the comparables are throughout the City of Santa Fe and relative consistency with the subject. However, it should be noted that the subject is located in a centralized location in Santa Fe and is the farthest north in the city. Comparables 1, 3 and 8 are located within Las Soleras (area of growth/new housing); Comparables 4, 5 and 7 are located within Rodeo Business Park (south of the subject on the north side of I-25/identified as the southeast quadrant); and Comparable 9 is located within Entrada Contenta (west of Las Soleras). The subject based on utility and location should compete well with these developments once complete. Based on the locational attributes and relative similar utility, a location adjustment is not applied to the comparables, and specific location attributes are considered in the reconciliation.

**Conclusion:** The adjustments are summarized in the following adjustment chart. Only those items requiring adjustment are included.

**LAND SALES ADJUSTMENT CHART:**

| Comparable | Subject | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| **Sale Price ($)** | | **$1,583,842** | **$1,350,000** | **$1,200,000** | **$1,800,000** | **$1,188,317** | **$1,875,000** | **$1,100,000** | **$3,544,655** | **$2,172,576** |
| Expenditures | | $0 | $160,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Market conditions/ | 11/2023 | 08/2016 | 10/2016 | 10/2017 | 10/2017 | 12/2017 | 03/2018 | 01/2020 | 01/2020 | 06/2020 |
| Adjustment | | $304,098 | $228,480 | $230,400 | $345,600 | $228,156 | $360,000 | $154,000 | $496,252 | $260,709 |
| **Preliminary adjusted $** | | **$1,837,940** | **$1,418,480** | **$1,430,400** | **$2,145,600** | **$1,416,473** | **$2,235,000** | **$1,254,000** | **$4,040,907** | **$2,433,285** |
| Comparison unit size (sf) | 243,187 sf | 349,787 | 217,364 | 291,765 | 344,560 | 148,583 | 317,552 | 275,517 | 495,756 | 324,261 |
| - adjusted $ | | $5.40 | $6.53 | $4.90 | $6.22 | $9.53 | $7.03 | $4.55 | $8.15 | $7.50 |
| Size Adjustment | | $0.21 | -$0.05 | $0.10 | $0.20 | -$0.19 | $0.15 | $0.06 | $0.51 | $0.16 |
| **Final adjusted Sale $ per sf** | | **$5.61** | **$6.48** | **$5.00** | **$6.42** | **$9.34** | **$7.18** | **$4.61** | **$8.66** | **$7.66** |

## Reconciliation

| Comparables | Range: Adjusted $/SF | Average: Adjusted $/SF |
|---|---|---|
| All: 1-9 | $4.61 to $9.34 | $6.77 |

Comparables 1, 3 and 8 are within the Las Soleras (mixed-use development); Comparable 2 is located on Cerrillos Road and Comparable 6 is located on Rufina in a secondary location to Cerrillos Road; Comparable 9 is located in the Entrada Contenta (anchored by Walmart – mixed-use development); and Comparables 4, 5 and 7 are in Rodeo Business Park. Comparable 6 is a commercial tract purchased for the development of apartments. The subject includes attributes similar to all the comparables: primary and secondary/tertiary locations, high to moderate visibility as well as commercial residential utility (multi-family). Comparables 1-5, 7-8 and 9 are located near I-25 at major entry points to Santa Fe. Comparable 6 is located further north in a more traditional commercial area. However, it is located in a secondary location to Cerrillos Road. The subject is well located/centralized in the city and is subject to the Midtown LINC and benefitted by the master planning of the Midtown development. With consideration of this discussion and the subjects' attributes, the upper end of the range is weighted and $9.00 per square foot is selected.

| **Final Value – Excess land** | |
|---|---|
| $9 per square foot X 195,275 sf = | $1,757,475 |
| Rounded | $1,760,000 |

## Final Value

To produce a final value for the subject the various contributory values of the structures (with inherent lands) are considered. Based on a lot coverage analysis, the appraiser determined that there was excess land. Lastly, because there are structures that have no more economic life, an estimate of value to demolish and remove these structures is discounted from an overall value. A summary of the final value is shown below.

| **Component** | **Value** |
|---|---|
| Benildus Hall - Office | $2,590,000 |
| Garson Studios – Soundstage/Office | $6,100,000 |
| Driscoll – (future) Soundstage/Office | $950,000 |
| Excess land | $1,760,000 |
| **Final Value** | **$11,400,000** |

| **Extraordinary Assumptions** |
|---|
| The property is subject to at least two City of Santa Fe Resolutions (No. 2018-54 and 2022-12), which result in the proposed, and now assumed, rezoning from a R-5 Residential Zone to a C-2 General Commercial District. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| The property has had two Phase 1 and one Phase 2 Environmental Site Assessment Reports completed and it is assumed any and all environmental concerns were addressed. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| The subject has excess land. No survey or engineering report has been provided to the appraiser to calculate the excess land. The appraiser has utilized lot coverage ratios in order to produce an amount of excess land. If this assumption should prove to be inaccurate, the subject's value could be impacted. |
| According to the appraiser the Driscoll structure should be converted into a soundstage with the remaining space used as supportive office. There have been some structural issues identified that could make the conversion of the building inappropriate. If the structure is found to be structurally adequate or financially feasible to be renovated to be adequate, the results of this appraisal are subject to change. |
| Note: If these assumptions should prove inaccurate, the subject's value could be impacted. |

# ADDENDA

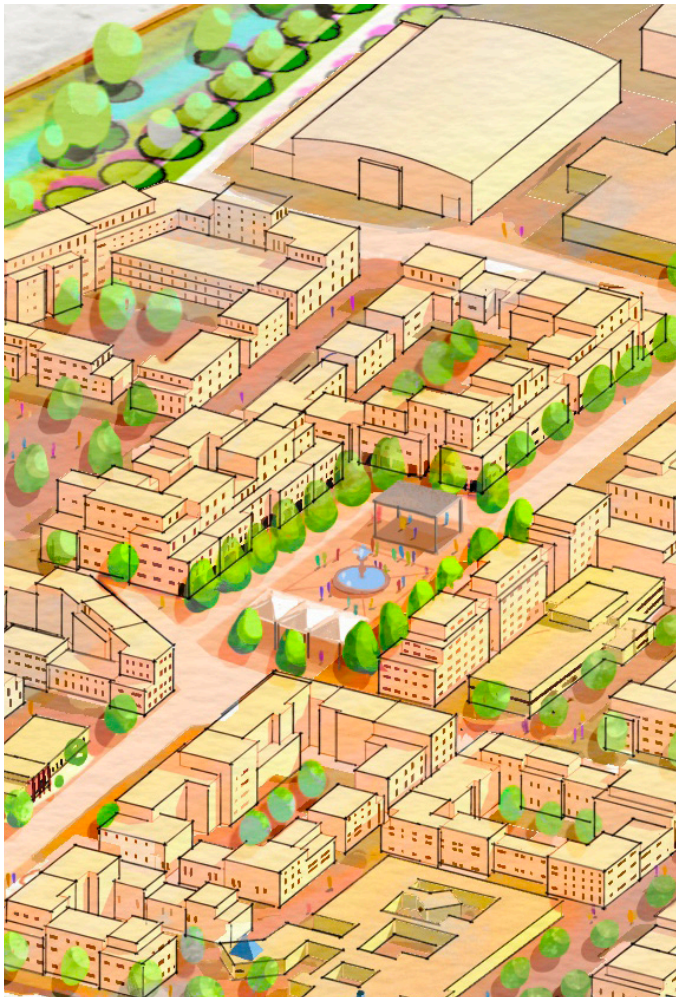
# MIDTOWN MASTER PLAN ‘AT A GLANCE’

MIDTOWN

SANTA FE

PROPOSED MASTER PLAN

# AT-A-GLANCE





# The Midtown Master Plan

To create a dynamic new center for Santa Fe this Plan takes into account necessary physical elements and intangible cultural and social considerations that are critical to support a vibrant community at the Midtown Site. Plans include two key components:

## Midtown Community Development Plan

Defines social, cultural, and programming goals and articulates implementation policies for development at the Midtown Site, including established affordable housing goals.

## Master Plan

Sets the physical legal requirements and the physical framework for development. It includes regulations for what will get built on the Midtown Site, and policy guidance for how new development and improvements around the Site can be complementary.

It can be thought of as providing the physical "container" for the programming and policy concepts described in the Community Development Plan.

## Sets a long-term vision for a new kind of Santa Fe neighborhood.

The Plan lays the foundation for a sustainable, walkable new center for Santa Fe that embodies local culture, climate and ambition for the future.

## Is flexible without compromising community values.

Since the Midtown Site may develop over many years, the Plan provides flexibility to respond to changing conditions while establishing clear requirements for plan elements that are critical for achieving the community's vision.

## Acknowledges Santa Fe's history but is forward looking.

Santa Fe has a rich history that informs its present and inspires its future. Similarly, the Midtown's Site history will catalyze its future through the reuse of existing buildings and expansion of film studio and public uses.

## Holds future development to a high standard.

The Plan includes specific standards that future developments on the Midtown Site must follow. These standards will support a development that is accessible, beautiful, and inviting to all.

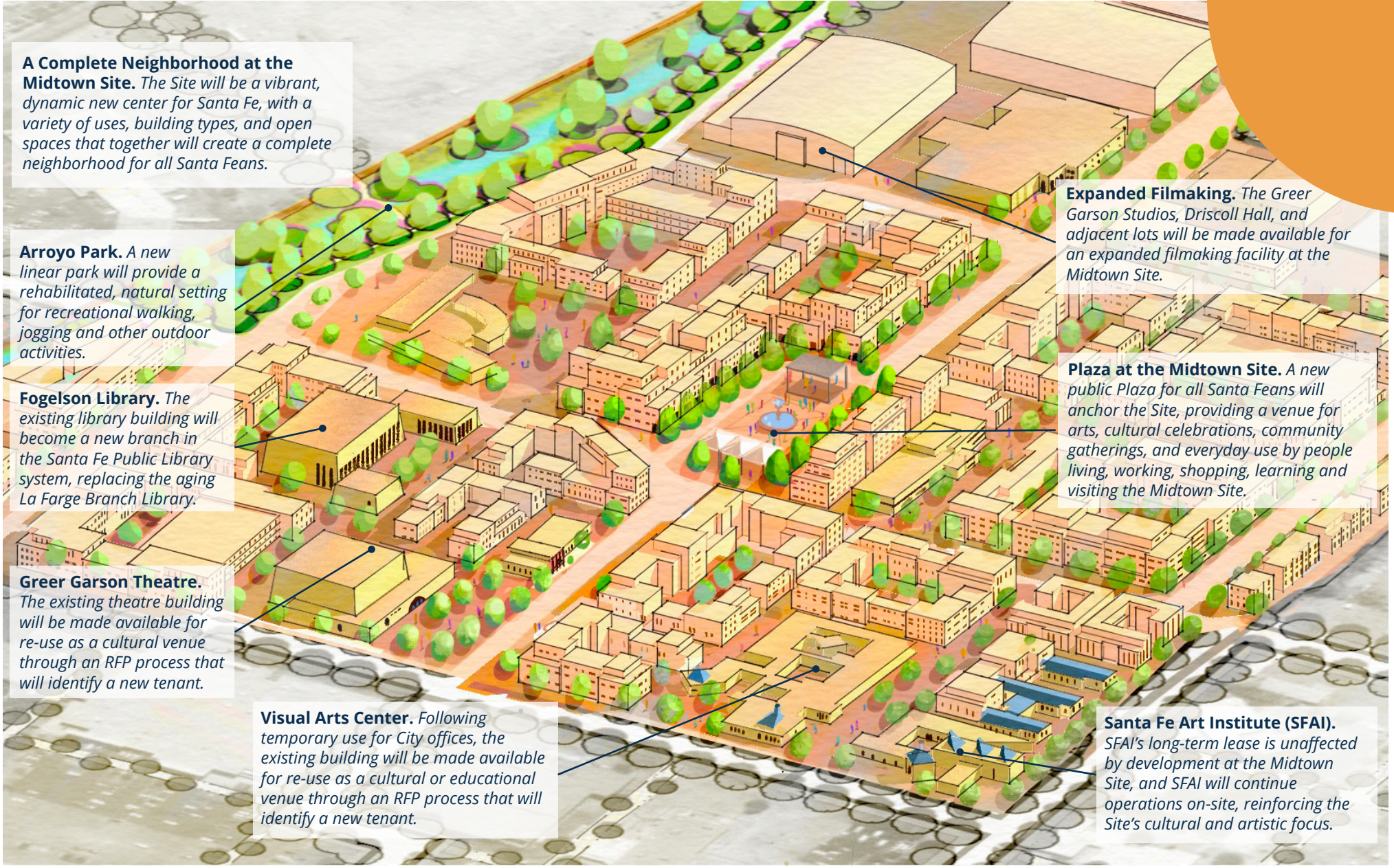
## Supports and connects existing neighborhoods.

The Plan prioritizes safe and convenient connections between the Midtown Site and nearby neighborhoods, providing current residents access to new amenities and community uses at the Midtown Site.

## Is a plan for everybody!

The Midtown Site will become a new center for Santa Fe, with open spaces, community uses, and new amenities that will serve all Santa Feans. Better connectivity and mobility will make the Site easier, safer and more convenient to reach across the City.






# A NEW CENTER FOR SANTA FE

The Midtown Site will be a center for arts, culture, celebrations and everyday life, anchored by a new Plaza and community-serving uses in historic buildings.

# connecting communities



## MOBILITY AND ACCESS

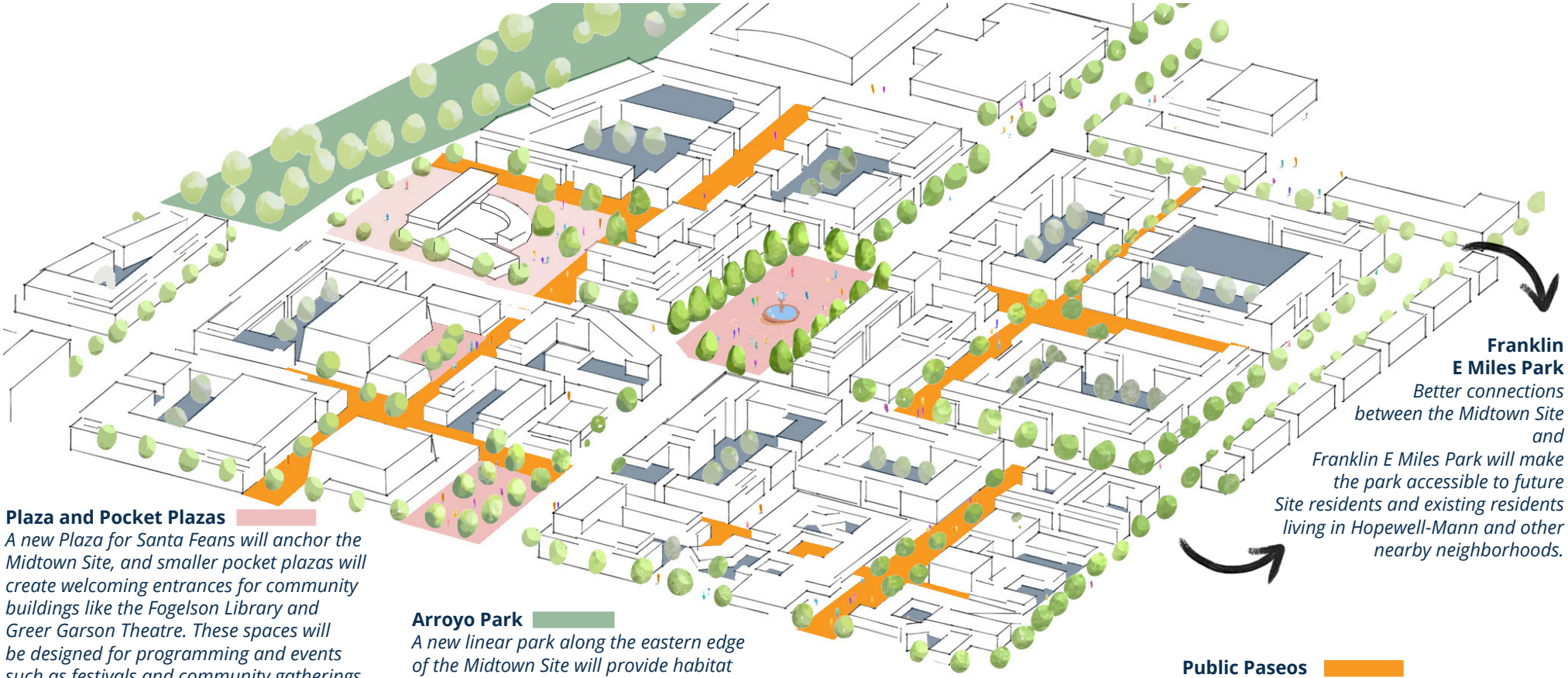
New streets and paseos, and improvements to existing streets, will make the Midtown Site more accessible and provide better connections to nearby neighborhoods and destinations.

**People Walking and Rolling.** *All streets on the Midtown Site will include shaded sidewalks and crosswalks at intersections. Pedestrian paseos will provide easy access between destinations and help to reduce walking distances at the Site. The Plan provides guidance for how these networks can extend across greater the Midtown Site.*

**People Riding Bikes.** *All streets on the Midtown Site will be comfortable for people with varying levels of bike riding confidence. Marked bicycle lanes and multi-use paths will provide dedicated routes for people riding bikes within and across the Site.*

**People Taking Transit.** *New external pedestrian connections to transit stops along Cerrillos Road, St. Michael's Dr and Siringo Rd will make taking transit to and from the Site easier and more convenient.*

**People Driving Cars.** *While other modes of travel will be prioritized at the Midtown Site, studies for traffic and parking have shown that planned facilities will be able to accommodate future vehicle traffic generated by activities at the Site.*



**Plaza and Pocket Plazas**
*A new Plaza for Santa Feans will anchor the Midtown Site, and smaller pocket plazas will create welcoming entrances for community buildings like the Fogelson Library and Greer Garson Theatre. These spaces will be designed for programming and events such as festivals and community gatherings, and will help to promote a lively, dynamic environment at the Midtown Site that reinforces the neighborhoods role as a new center for Santa Fe.*

## CIVIC AND OPEN SPACE

The Midtown Site will have over 29 acres of open spaces designed to host a variety of activities in diverse outdoor settings designed to respond to the climate and culture of Santa Fe. These public spaces will be designed for hosting a broad range of community festivals and events, such as powwows, and arts, film and music festivals.

**Arroyo Park**
*A new linear park along the eastern edge of the Midtown Site will provide habitat for native species and form an important north-south connection for people walking, rolling, and riding bikes. Green infrastructure will be integrated into open space design to incorporate sustainable stormwater management strategies.*

**Open Spaces on Development Parcels**
*New development at the Midtown Site must include outdoor space in the form of courtyards and roof terraces. These spaces will help to provide additional outdoor access for residents and workers at the Site.*

**Public Paseos**
*These walkways will connect open spaces and community use buildings around the Midtown Site. In addition to their role as connectors, these spaces can also be used for passive recreation, strolling, and catching up with neighbors on shaded benches.*

**Franklin E Miles Park**
*Better connections between the Midtown Site and Franklin E Miles Park will make the park accessible to future Site residents and existing residents living in Hopewell-Mann and other nearby neighborhoods.*

# gathering + recreation

# authentic + appropriate

## SENSE OF PLACE

Standards in the Plan require new buildings to reflect the climate, culture and urban form of Santa Fe so the Midtown Site will have an undeniably local sense of place.

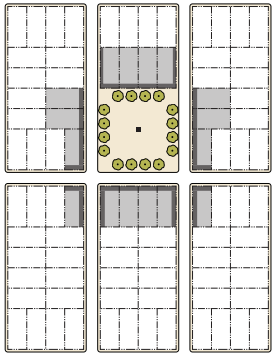




**Emphasis on the Public Realm**
The Master Plan prioritizes a high-quality public realm — the streets, sidewalks, and open spaces that will characterize the experience of being in the Midtown Site.

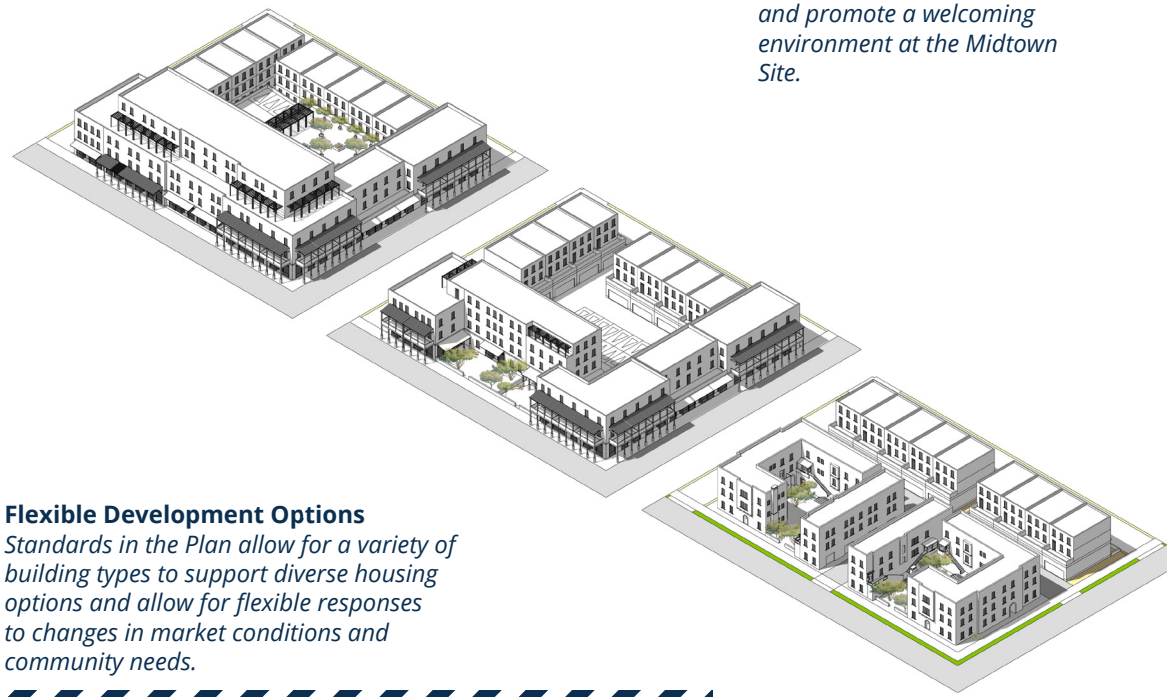


**Sizing Buildings for Santa Fe**
*Development standards require height stepbacks and establish maximum building dimensions to promote a scale of development that is consistent with Santa Fe's existing urban form while providing substantial opportunities for the construction of new housing and employment spaces at the Site.*



**Prioritize Open Spaces**
*Development standards will require buildings adjacent to open spaces to engage with the space through frontage designs that will help to activate the space and promote a welcoming environment at the Midtown Site.*





**Flexible Development Options**
*Standards in the Plan allow for a variety of building types to support diverse housing options and allow for flexible responses to changes in market conditions and community needs.*



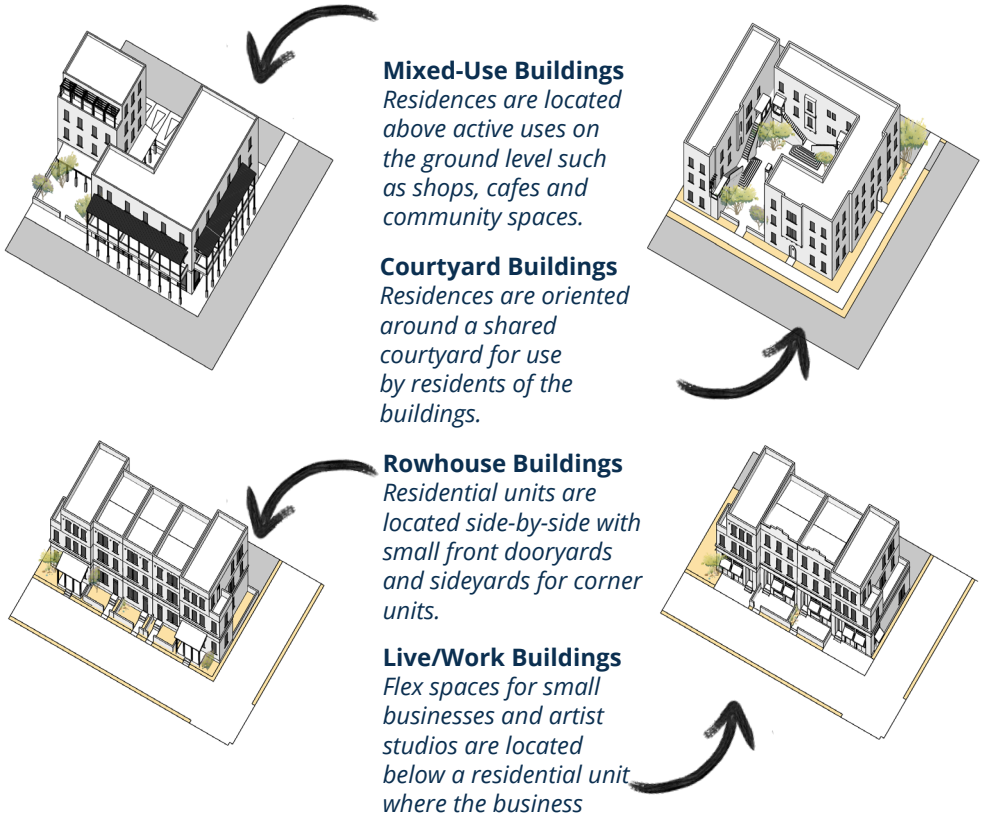
**Not "One-Size Fits All"**
*Vibrant neighborhoods are unique places, with a variety of buildings, uses, and spaces. Standards in the Plan will support a diverse neighborhood at the Midtown Site.*

# desirable living options



## Housing Choices and Affordability

People who call the Midtown Site home will reside in a variety of affordable and market-rate units, in diverse building types that provide options for different unit sizes, prices, and lifestyles.



**Mixed-Use Buildings**
*Residences are located above active uses on the ground level such as shops, cafes and community spaces.*

**Courtyard Buildings**
*Residences are oriented around a shared courtyard for use by residents of the buildings.*

**Rowhouse Buildings**
*Residential units are located side-by-side with small front dooryards and sideyards for corner units.*

**Live/Work Buildings**
*Flex spaces for small businesses and artist studios are located below a residential unit where the business owner/artist lives.*

At least 30% of homes developed at the Midtown Site will be priced affordability for low and moderate-income households. The City will work to ensure that community objectives around affordable housing can be realized and that affordable housing can be sustainable and long-term.

Efforts to ensure affordable housing at the Midtown Site will include:

- Housing projects developed at the Midtown Site will provide affordable housing through the City's Housing Inclusionary Zoning requirements, including the Santa Fe Homes (SFCC 26-1) and Low-Priced Dwelling Unit Programs (26-2).
- In addition the City intends to work with developers at the Midtown Site to create additional opportunities for mixed-use, mixed-income development through:
  - requirements for inclusionary homeownership units with affordability controls or deed restrictions that provide long-term affordability;
  - requirements for affordable rental units, also with deed restrictions or covenants that provide long-term affordability;
  - options for developers to provide cash contributions in lieu of affordable housing units that will generate affordable housing construction within the Midtown Site/ LINC Overlay zoning area - the Midtown District; and
  - incentives to generate diverse tenure models on certain parcels, including shared equity models like community land trusts and co-housing.

Housing at the Midtown Site is expected to include a broad variety of housing types and sizes that help to meet the diverse housing needs of Santa Feans.



**Administration Building***



**Benildus Hall**



**Fogelson Library Complex***



**Greer Garson Studio Complex***



**Greer Garson Theater Center***



**Visual Arts Center**

** Denotes building designed by local architect Philippe Register, a practitioner of "southwest regional modernism" that is unique to Santa Fe.*




## REUSE OF EXISTING BUILDINGS

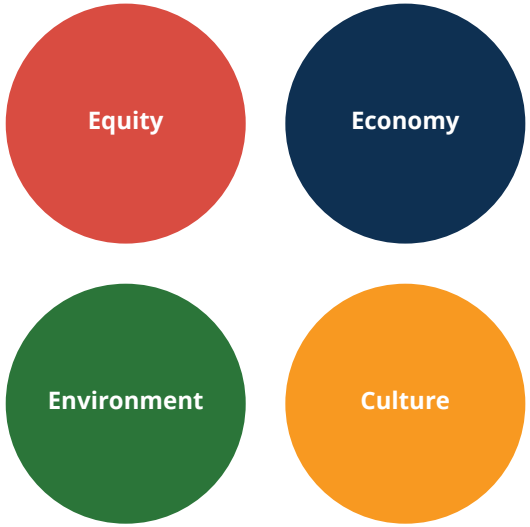
The buildings indicated on the map will be adaptively reused to honor the history of the Midtown Site while providing venues for cultural uses and amenities.

# leveraging our legacy

# FROM VISION TO REALITY

The Midtown Master Plan provides a development framework to support future redevelopment activity at the Site. It is the first step in creating a new center for Santa Fe at the Midtown Site.

**Elements of Sustainable Development**
More than 2,800 people shared their ideas for the Midtown Site as part of the initial outreach process, which concluded in 2018. Based on the input received, four elements were identified to guide development.




## Sustainable Development

The Plan lays the groundwork for a neighborhood that is environmentally, economically, socially and culturally sustainable, reinforcing green design, affordable housing, access to amenities and services, and spaces for cultural activities.

## History and Culture

To support cultural uses and historic remembrance, some existing buildings will be reused and civic spaces for cultural uses and gatherings will be provided. Santa Fe's history will be celebrated through place-based design that is responsive to local climate and culture.

## Walkable

The Midtown Site will be a place where a person can walk, roll or bike to fulfill daily needs. Transit use will be supported, and while vehicular travel will be accommodated, alternative modes of active transportation will be prioritized.

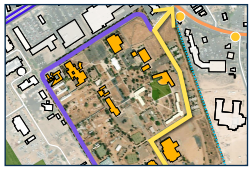
## Housing Choice

The variety of building types enabled by the Plan lays the groundwork for more housing choices for Santa Feans, and provides the opportunity for both affordable and market rate housing at the Midtown Site.

## A LOOK AT THE MASTER PLAN DOCUMENT



**Chapter 1 Mission + Statement** *Provides an overview of the Midtown Master Plan and its relationship to the City's planning framework.*



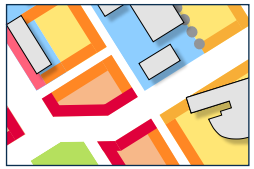
**Chapter 2 Background + Setting** *Summarizes existing conditions and identifies key characteristics of the Midtown Site and surrounding areas.*



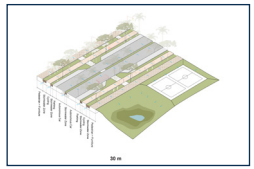
**Chapter 3 Vision** *Gives an overview of the development vision and phasing, and articulates goals for sustainability, mobility, stormwater, open space and built form.*



**Chapter 4 Connectivity + Mobility** *Defines and provides the design direction for the future street network, modal prioritization, and parking policies.*



**Chapter 5 Development Standards** *Establishes form-based development standards that regulate the future built character on the Midtown Site.*



**Chapter 6 Infrastructure + Public Facilities** *Describes green infrastructure and addresses necessary improvements for infrastructure and utilities.*



**Chapter 7 Appendices** *Includes supplementary documents developed throughout the Master Plan process.*

## Zoning

The Midtown Site is currently zoned as single-family residential (R5). Only five homes per acre can be built in an R5 zone. To foster variety, the Plan proposes changing the zoning to C-2 (General Commercial District) which allows commercial and retail uses to be mixed with residential units and will enable many more homes to be provided at the Midtown Site.

Areas adjacent to the Site are currently zoned C-2. On their own, standards are designed to guide future additions or changes to existing strip commercial developments in the area.

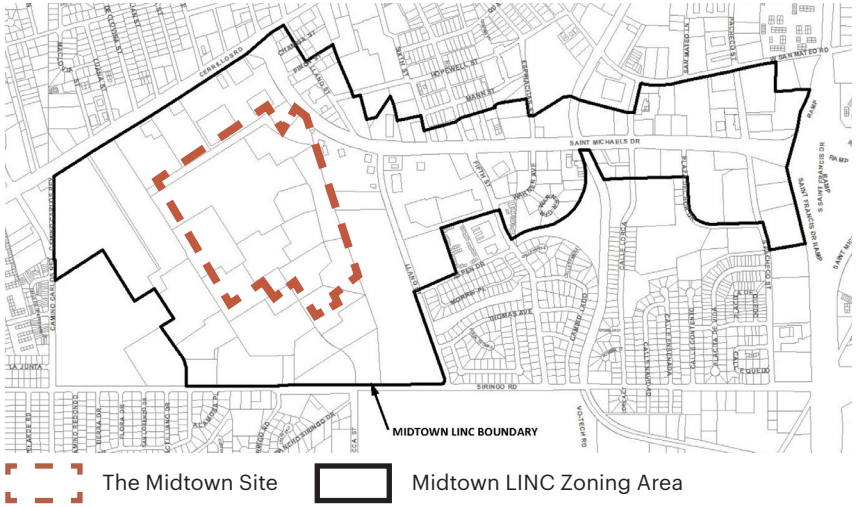
Together with new development standards included in the Plan, this update will ensure that the buildings, streets and public spaces that get built at the Midtown Site are consistent with the community's vision.

## Midtown LINC Zoning Area

The Midtown Local Innovation Corridor Overlay District (Midtown LINC Zoning Area) aims to create a vibrant, mixed-use neighborhood within the demographic and geographic center of the city.

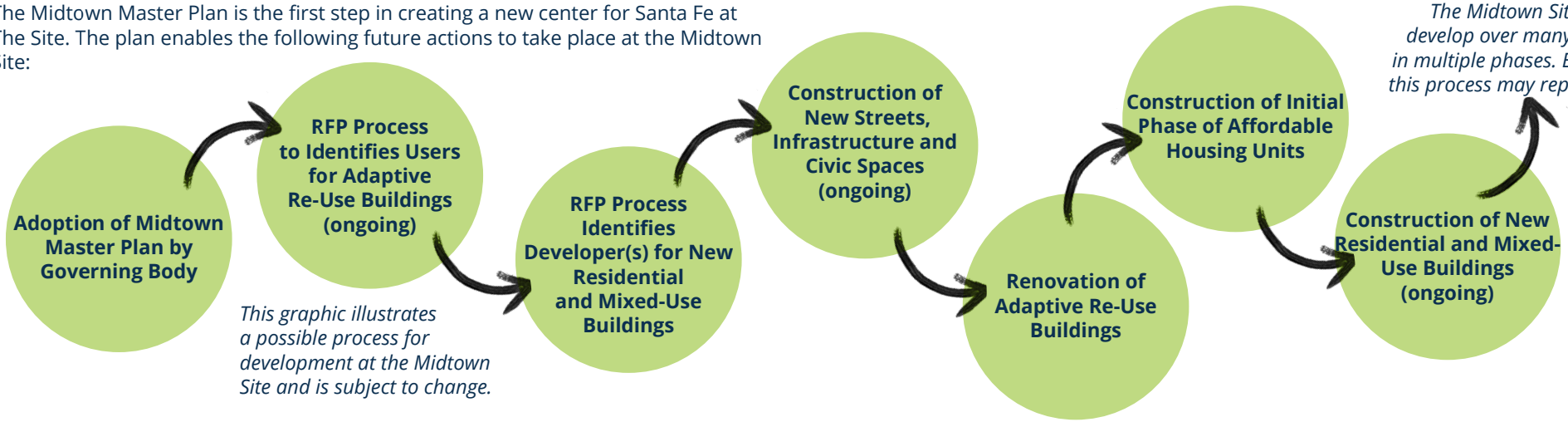
Adopted in 2016, it incentivizes multi-family residential development, complementary nonresidential uses, and an enlivened, street-oriented pedestrian environment by freeing development capacity of existing under-developed land and buildings, while allowing existing uses to continue as redevelopment occurs.

The Plan provides guidance for how nearby properties in the LINC can evolve to be complementary with new development on the Midtown Site.




## PROCESS

The Midtown Master Plan is the first step in creating a new center for Santa Fe at The Site. The plan enables the following future actions to take place at the Midtown Site:




*This graphic illustrates a possible process for development at the Midtown Site and is subject to change.*

*The Midtown Site will likely develop over many years and in multiple phases. Elements of this process may repeat several times.*



PREPARED BY:
SANTA FE OFFICE OF COMMUNITY
AND ECONOMIC DEVELOPMENT

**planning@santafenm.gov**

Learn more and stay up to date by visiting:

# MidtownDistrictSantaFe.org

# QUALIFICATIONS OF THE APPRAISER

**APPRAISER'S QUALIFICATIONS- TIM CONNELLY, MAI**

**Professional Memberships**

- Member of the Appraisal Institute – Designated as an MAI
- The New Mexico Real Estate Appraisers' Board (General Certification #03225-G)

**Professional Education**

- BS, College of Education, The University of Maryland (1988)
- Masters of Social Work, West Virginia University (1993)

**Appraisal Courses and Seminars**

- Real Estate Appraisal (1998)
- Applications of Real Estate Appraising (1998)
- National USPAP update (2001, 2006, 2011, 2013, 2015, 2017, 2018, 2020, 2022, 2023)
- Standards and Ethics (1998)
- Introduction to Income and Cost Approach (1998)
- FHA Appraising (1999)
- Appraising Small Commercial Properties (1999)
- Appraising Commercial and Industrial Properties (1999)
- The Narrative Report (1999)
- The Cost Approach (2007)
- Private Appraisal Assignments (2007)
- Appraisal Trends (2007)
- Construction Details and Trends (2007)
- Appraising Factory Built Housing (2007)
- Developing and Growing an Appraisal Practice (2007)
- Understanding Factory Built Housing (2007)
- Information Technology for Real Estate (2007)
- Appraising for the Secondary Market (2007)
- Income Capitalization (2007)
- Fair Housing (2007)
- Disclosures and Disclaimers (2011)
- Legal Descriptions (2011)
- Green Buildings (2011)
- Minimize your Liability (2011)
- Greening the Appraisal and Real Estate Industry (2011)
- Mortgage Fraud (2011)
- Sales Verification (2011)
- Land and Site Valuation (2011)
- REO and Foreclosures (2011)
- Environmental Issues for Appraisers (2011)
- Environmental Contamination of Income Properties (2011)
- General Appraiser Site Valuation & Cost Approach (2011)
- General Appraiser Sales Comparison Approach (2011)
- Statistics and Modeling (2011)
- General Appraiser Income Approach (2011)
- Expert Witness (2011)
- General Appraiser Market Analysis (2011)
- Advanced Market Analysis (2012)
- Advanced Income Capitalization (2012)
- Advanced Concepts and Case Studies (2012)
- Quantitative Analysis (2012)
- Business Practice and Ethics (2012)
- General Appraiser Report Writing (2013)
- Condemnation Appraising: Principles & Applications (2016)
- Valuation of Conservation Easements (2017)
- Regional Economic Forecast (2019)
- Residential Construction (2023)
- Fundamentals of Appraising Luxury Homes (2023)

**Professional Experience**

| | |
|---|---|
| 01/18 – Present: | Hippauf Dry & Connelly: CMO |
| 05/11 – 12/17: | Hippauf and Associates, Inc., Appraiser |
| 02/08- 02/11: | Westholm and Associates, Assistant Appraiser |
| 03/05- Present | Self- employed, Conservation Consulting |
| 03/00- 02/05 | The Conservation Fund, Maryland Representative |
| 01/98- 02/01 | Mid-Shore Appraisal Service, Associate Appraiser |

**Clients**

Clients include local and national lenders, attorneys, institutions, including state and local governmental entities, Non-government organizations and individuals.

**Classes of Properties Appraised**

Commercial, existing and proposed, such as offices, retail light industrial, self-storage, subdivisions, vacant land, special use properties, farm and ranch. Conservation easements.



State of New Mexico

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Real Estate Appraisers Board

HEREBY CERTIFIES THAT

Tim Connelly

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 03225-G Issued 10/5/2011 Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW






# CITY OF SANTA FE

# METROPOLITAN REDEVELOPMENT AGENCY

## Redevelopment and Expansion of the Midtown Production Studios

**Triple-Bottom Line Price Consideration**

Disposition and Development Agreement

| | |
|---|---|
| SOCIAL | PEOPLE |
| ENVIRONMENT | PLANET |
| ECONOMIC | PROFIT |
| CULTURE | PLACE |

# Midtown Plan

**Triple Bottom Line Accounting**

Long Term Investing

Through

Public Private Development

# Total Community Benefits
# $7.1 million

- Education space and program
- Internships for local residents
- Payment in lieu of taxes
- Local hiring and job posting
- Affordable housing
- Theater community programming and events
- Gas decommissioning
- Solar panels installation
- EV charging stations

**Midtown Community Development Plan**

# Total DDA Renovation REQUIREMENTS $3M (not considered in appraisal)

- PNM Electric infrastructure and disconnection from City grid
- Theater renovations for public access
- Commercial kitchen and utilities for new adaptive use in existing building

**LEDA is used to enter into public/private partnership for economic development**

**LEDA allows public support of economic development to foster, promote, and enhance local economic development efforts**

*Source: NM State Economic Development Department*

## DDA Required Uses for Public Access

## Standard LEDA project activities

City's Appraisal
Hipphauf Dry & Connelly: $11.4M

Developer's Appraisal
CBRA: $4.8

City's Appraisal Review lksj
Arthur Neudek: $16.6

City's Master Plan Analysis
W-ZHA / Strategic Economics $4.8

**APPRAISALS:**

**Huge Difference in Evaluation and Perspectives**

**BUT Good starting points for negotiations**

## DDA Transaction Price Summary

| | |
|---|---|
| Purchase Price: | $5M |
| Lease Payments: | $300K |
| Community Benefits: | $7.1M |
| **Total Transaction Price** | **$12.4M** |

**From Starting Point to Negotiations**

**A rigorous 17-months with experienced real estate professionals and lawyers**

## DDA Required Renovations

| | |
|---|---|
| City Appraisal: | $11.4M |
| Renovation and Utility Costs *(not included in appraisal)* | $3M |
| **Total Transaction Price** | **$8.4M** |

*Does not consider Community Benefits $7.4M, which would further reduce the valuation of **$1M***

**From Starting Point to Negotiations**

**A rigorous 17-months with experienced real estate professionals and lawyers**

## Property Valuation Considering Community Benefits

| | |
|---|---|
| City Appraisal: | $11.4M |
| Renovation and Utility Costs *(not included in appraisal)* | $7,4M |
| **Total Transaction Price** | **$4.0M** |

*Does not consider Renovations at $3M, which would further reduce the valuation of **$1M***

**From Starting Point to Negotiations**

**A rigorous 17-months with experienced real estate professionals and lawyers**

**10-Year Investment Impacts:**

*Direct and Spin-Offs*

| | |
|---|---|
| Jobs: | $1,018 |
| Annual Salaries: | $44M |
| Salaries over 10-yrs: | $484M |
| Taxable Sales/Purchases: | $294M |

Net Fiscal Benefits to City: $14M

*(present value = $10.4M)*

# City of Santa Fe Economic Impacts

***Source: Office of Economic Development***

**People's Vision for Midtown**
**is that arts, culture, work, and community life**
**is of and about Santa Fe**

- Boost the Home-Grown Local Economy
- Expand Education and Career Opportunities
- Foster Community Engagement
- Support and Secure Our Creative People

## Strengthening the local creative economy and human capital

***Source: Film Office***

## DDA Transaction Price Summary

| | |
|---|---|
| Purchase Price: | $5M |
| Lease Payments: | $300K |
| Community Benefits: | $7.1M |
| **Total Transaction Price** | **$12.4M** |

*Approximately $1M above City's appraisal with long term fiscal and community benefits*

**City's Use Property Assets to Invest in and Leverage them to maximize Long Term Benefits**






# METROPOLITAN REDEVELOPMENT AGENCY

CITY OF SANTA FE

# ASPECT STUDIOS



**Proposed**
**Site Enhancements**
**05.10.2024**

RIOS

ASPECT
MEDIA VILLAGE

# MIDTOWN FILM STUDIO RFP
# PROJECT SUMMARY

- Phillip Gesue is the managing principal of developer. Graduate of Columbia University's Graduate School of Architecture and Planning. Over the past 28 years, developed over 10 mill sq. ft. of urban in-fill projects

- Acquired the Shellaberger Tennis Center in October 2022 and spent 6 months redeveloping it into two of the largest soundstages in New Mexico. Amazon and Apple Films recently produced at the studio

- Also developed plans to build Arthouse, 129 unit residential apartment building on vacant area of Shellaberger

- Our company responded to December 2022 Midtown film studio RFP and was conditionally selected as developer to combine Shellaberger with Midtown film buildings to create Northern NM's largest film studio

- When complete, the combined Shellaberger/RFP project, called Aspect Media Village, will feature a) 8 soundstages totaling 120,000 sf, b) 110,000 sf of office/support space, c) dedicated educational space for SFCC and Stagecoach, d) 3,000 sf of neighborhood retail, e) a full-service community movie theater, and f) approx 200k sf of inclusionary housing

- The concept is to diversify the development program economically, socially and architecturally by combining the traditional film studio model with other uses. This will make the project healthier economically and socially and also enable the project to better fit into urban fabric of midtown and the community.

ASPECT
MEDIA VILLAGE

# MIDTOWN FILM STUDIO RFP
# COMMUNITY BENEFITS

- Developer to dedicate ½ acre of land to new city street grid
- Developer to save city stormwater infrastructure costs by owning/ maintaining stormwater detention pond for RFP areas
- Development of up to 22 units of affordable housing
- A commitment to local hiring that has already resulted in the hires of 6 local residents
- Adaptive reuse of existing buildings (rather than demolition and reconstruction) will provide a sustainable solution for blighted buildings
- Use of large rooftop solar installations in all new construction buildings will generate a large percentage of each project's electricity
- The creation of an innovative education program with Santa Fe Community College and Stagecoach Foundation will include a 2,000 sf of educational space
- Up to 20 annual work training internships on film productions will occur in project studios
- Development of 99-150 units of new housing to support film and other workforce Santa Fe households
- Creation of supportive neighborhood retail in the form of an all-day café
- Revitalization of the Screen theater including a commitment to free community use, and diverse offerings that reflect DEI
- Neighborhood communal bike stations at each building
- All landscape will be 100% Xeriscape (irrigation-free indigenous landscaping)
- Innovative landscaping of property borders will be indigenous hedgerows creating urban ecosystems that foster native flora and fauna
- Iconic public artwork
- Outdoor gathering spaces for social interaction
- The resulting project and film productions will create nearly 1,000 jobs, $500m in wages and economic activity and $300m in taxable purchases

# Production Lots Development & Phasing Site Plan




**EXISTING/PROPOSED LEGEND:**

- PROPOSED LOT LINE
- EXISTING BLDG

**PHASING LEGEND:**

- PHASE 1
- PHASE 2


ASPECT
studios



CORNER INTERSECTION

ALUMNI DRIVE AND PRIVATE ACCESS ROAD
DUSK LIGHTING

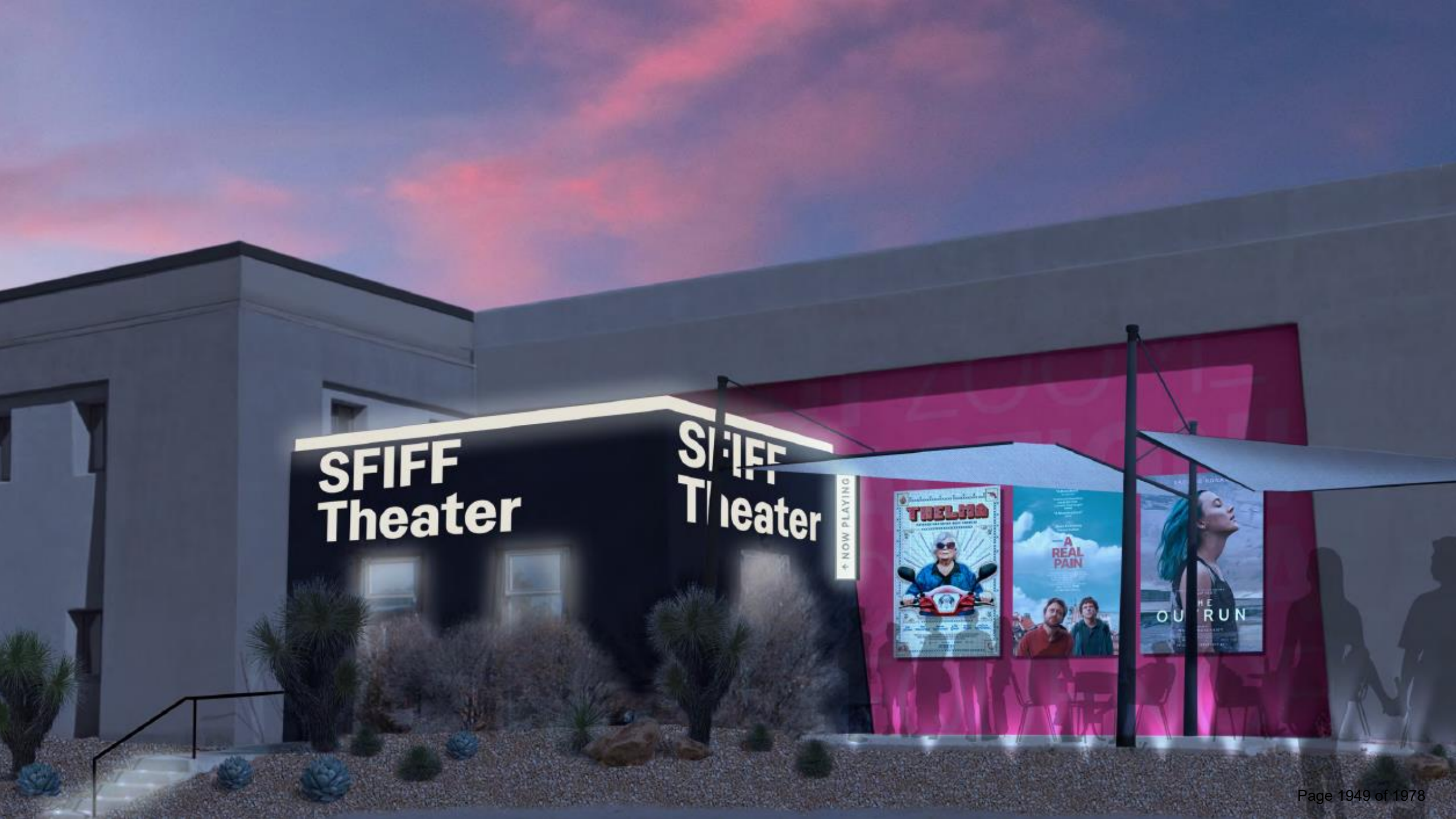


KEVIN TSAI ARCHITECTURE
1600 1/2 ST MICHAEL'S DRIVE
SANTA FE, NM, 87505

SANTA FE
12.2024


ASPECT
STUDIOS


PT-1
Base Paint
PT-3
Accent paint on interior surface of entry hallway
PT-2
Building ID - Masked and painted graphic on building facade
ASPECT
GARSON


SFIFF
Theater
NOW PLAYING
THELMA
A REAL PAIN

PT-4

PT-1

Base Paint

PT-4

Accent paint on interior surface of entryway and columns

PT-04

PT-2

Building ID - Masked and painted graphic on building facade



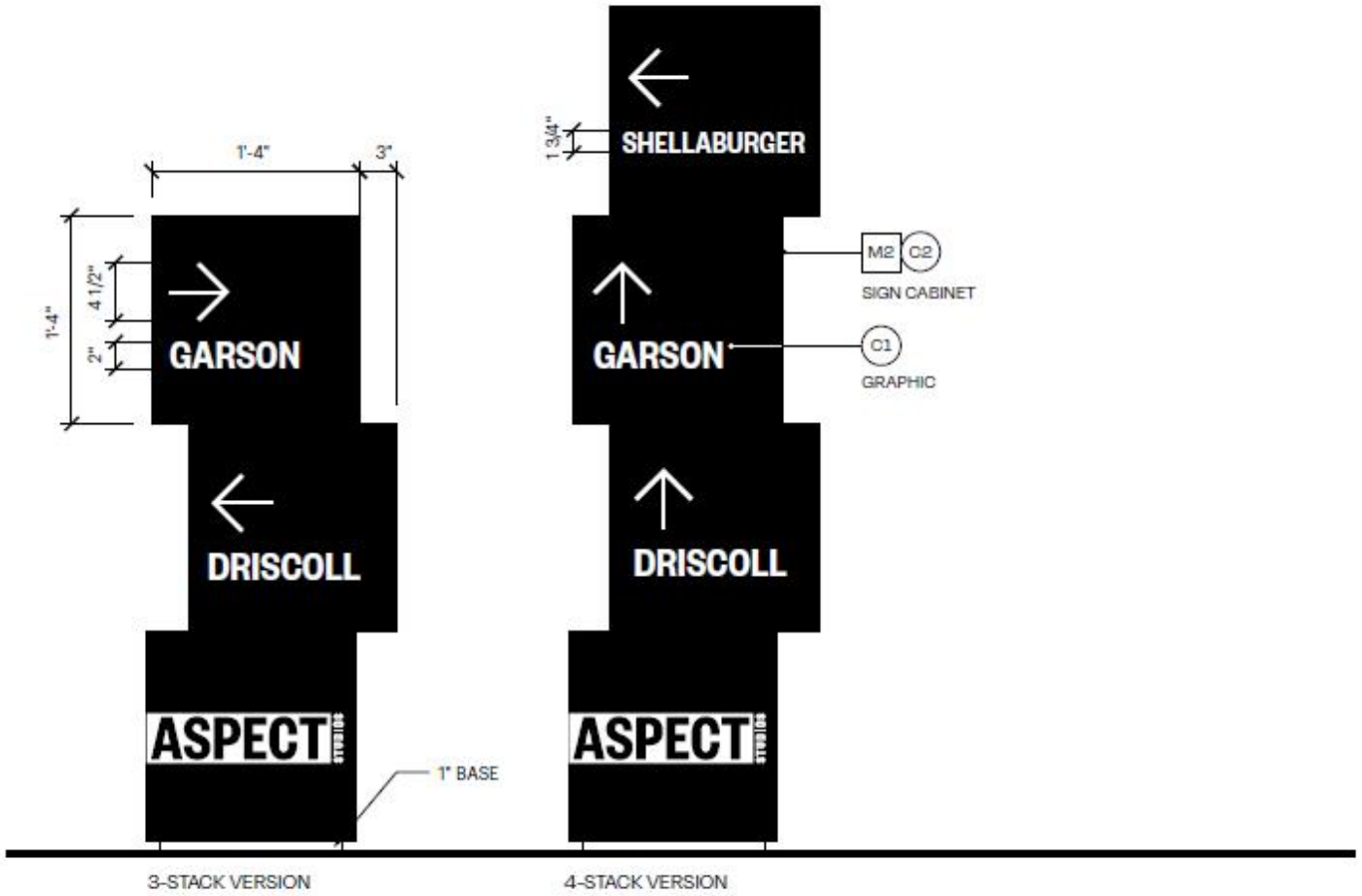


**DIRECTIONAL SIGN**

FABRICATED ALUM. SIGN CABINET W/ MASKED-AND-PAINTED GRAPHIC. INTERNAL FRAMING STRUCTURE & ENGINEERING TO BE DETERMINED BY FABRICATOR

MESSAGING VARY BY SIGN, FINAL COPY TO BE VERIFIED BY OWNER PRIOR TO FABRICATION

SIZE: 1'-4" CUBE, STACKED
QTY: 3

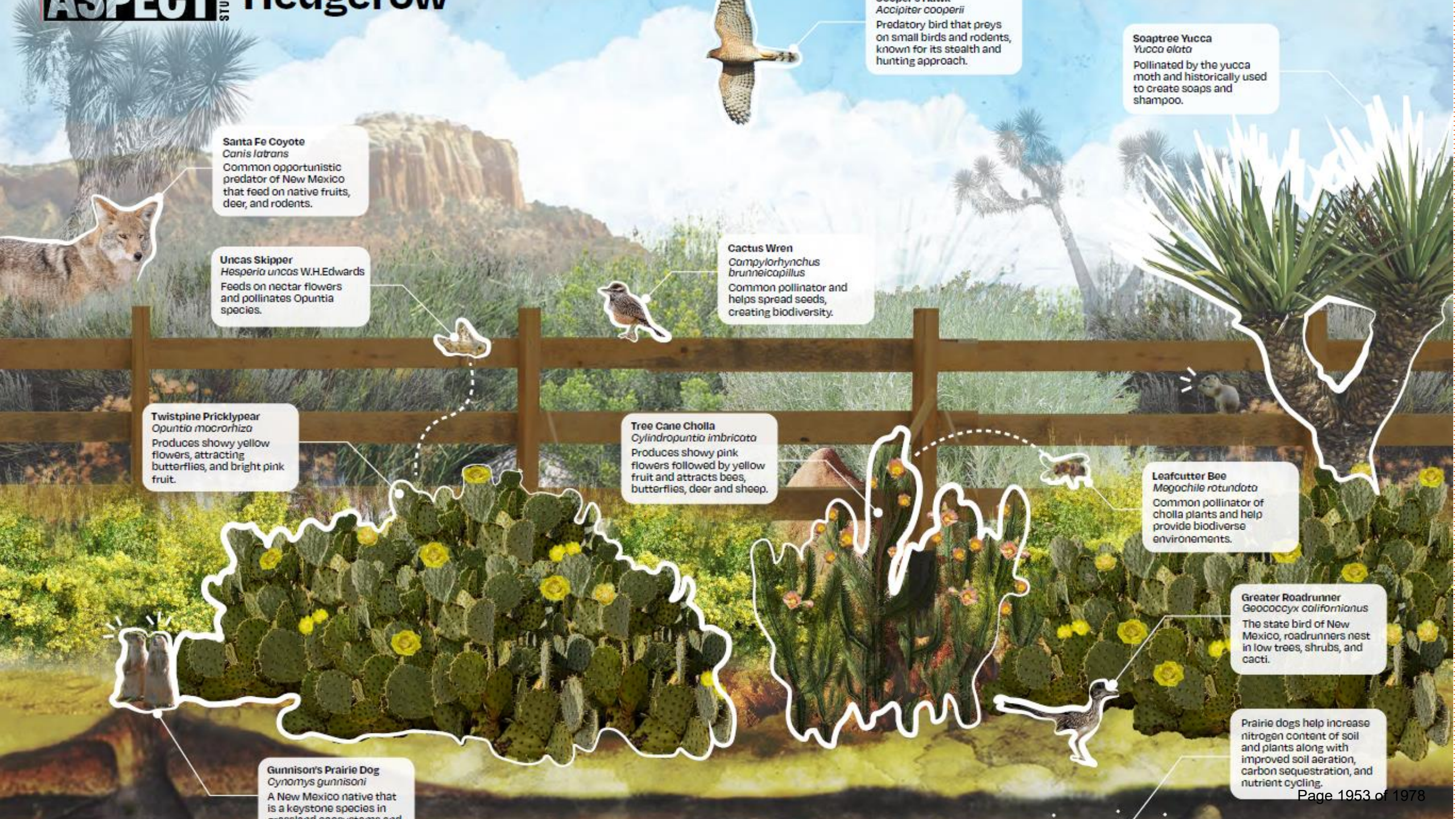



3-STACK VERSION

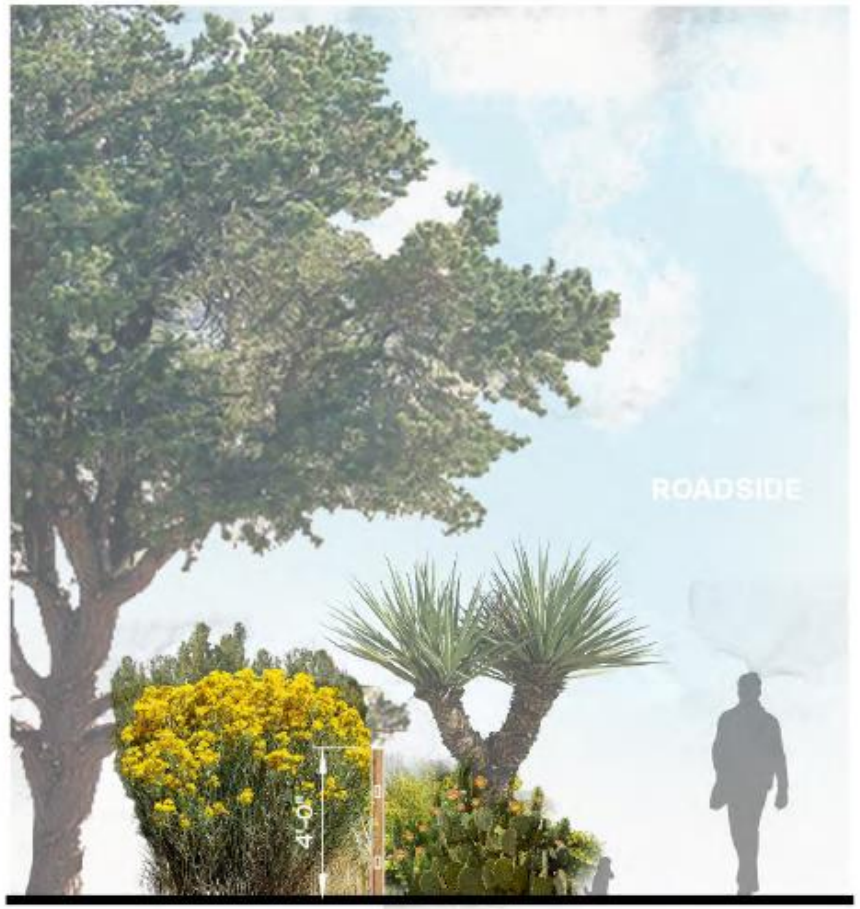
4-STACK VERSION



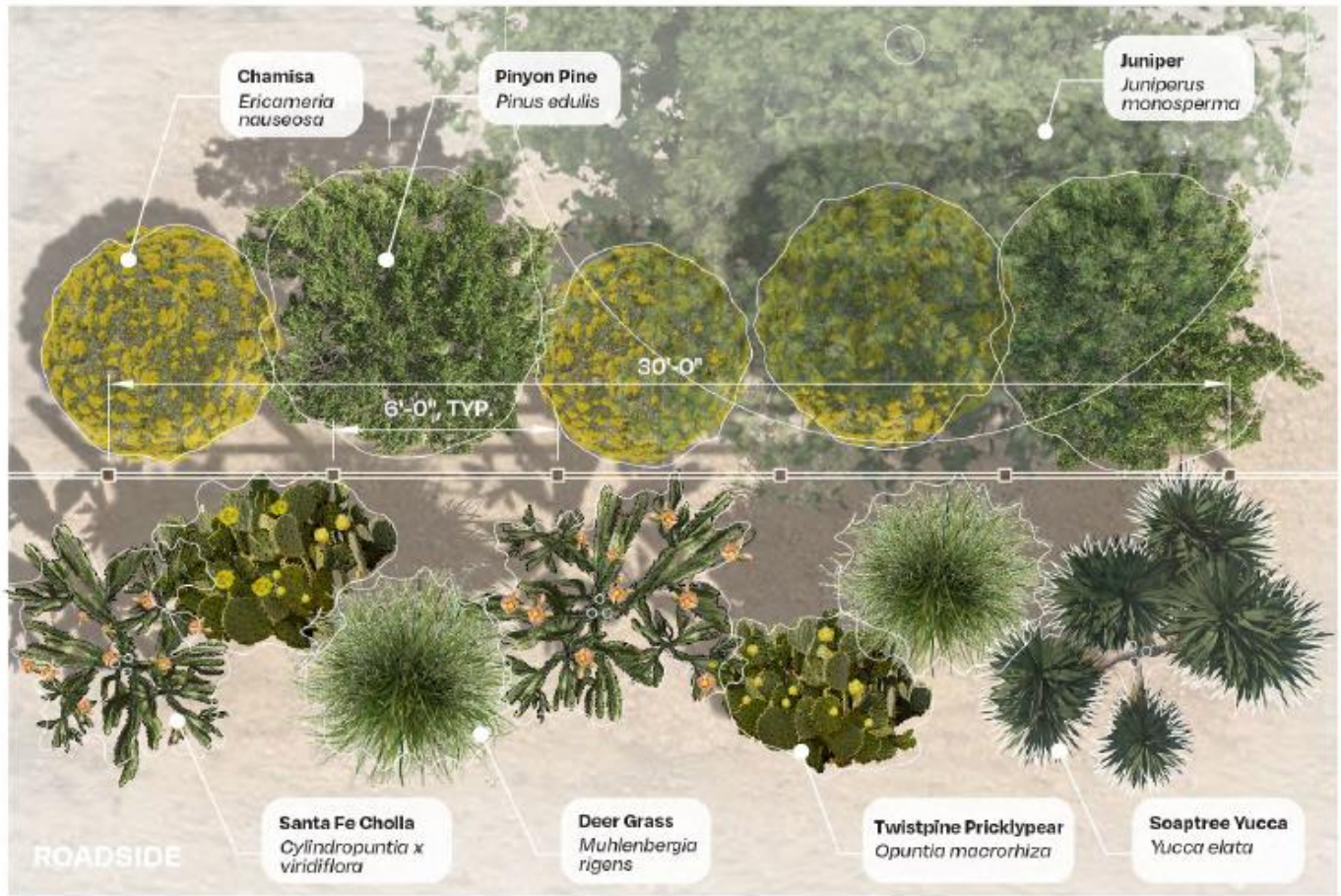

Reference Render


ASPECT STU
Hedgerow
Accipiter cooperii
Predatory bird that preys on small birds and rodents, known for its stealth and hunting approach.
Soaptree Yucca
Yucca elata
Pollinated by the yucca moth and historically used to create soaps and shampoo.
Santa Fe Coyote
Canis latrans
Common opportunistic predator of New Mexico that feed on native fruits, deer, and rodents.
Uncas Skipper
Hesperia uncas W.H.Edwards
Feeds on nectar flowers and pollinates Opuntia species.
Cactus Wren
Campylorhynchus brunneicapillus
Common pollinator and helps spread seeds, creating biodiversity.
Twistpine Pricklypear
Opuntia macrorhiza
Produces showy yellow flowers, attracting butterflies, and bright pink fruit.
Tree Cane Cholla
Cylindropuntia imbricata
Produces showy pink flowers followed by yellow fruit and attracts bees, butterflies, deer and sheep.
Leafcutter Bee
Megachile rotundata
Common pollinator of cholla plants and help provide biodiverse environements.
Greater Roadrunner
Geococcyx californianus
The state bird of New Mexico, roadrunners nest in low trees, shrubs, and cacti.
Prairie dogs help increase nitrogen content of soil and plants along with improved soil aeration, carbon sequestration, and nutrient cycling.
Gunnison's Prairie Dog
Cynomys gunnisoni
A New Mexico native that is a keystone species in

# Hedgerow




SECTION




PLAN

# ASPECT STUDIOS



**Proposed**
**Site Enhancements**
**05.10.2024**

RIOS

# CITY OF SANTA FE

## Memorandum

**Date:** December 3, 2024

**To:** Finance Committee and Governing Body

**From:** Geronimo Griego, Santa Fe Fire Marshal GGG

**Via:** Brian Moya, Santa Fe Fire Chief BM

**RE:** Permitting Fireworks for Public Display New Years Eve, December 31, 2024

---

**EXECUTIVE SUMMARY:**

If adopted, the proposed resolution would provide Governing Body approval for a public fireworks display during the New Year's Eve event on the evening of December 31, 2024, through January 1, 2025, pursuant to SFCC 1987, Section 12-3.3. In the event that there are unused fireworks, the resolution would also allow for the discharge of any armed fireworks on January 1, 2025, in accordance with safety procedures from the Fire Marshal or Fire Marshal's designee.

Section 12-3.3 of SFCC 1987 requires that a permit for the public display of fireworks "be granted on application to the fire department, approval by the Governing Body and the filing of a bond by the applicant as herein provided." The ordinance goes on to say that the City of Santa Fe ("City") is not required to file a bond, and the applicant is in this case acting on behalf of the City. The resolution specifies that the public display of fireworks within the city limits will comply with Section 12-3 "Fireworks", including the stipulations outlined in Section 12-3.9 concerning the restrictions "during severe or greater drought conditions, pursuant to Section 60-2C8.1 NMSA 1978."

Applications for public fireworks display undergo review by the City Fire Department via the office of the Fire Marshal. As such, the Fire Marshal reviewed the application packet for the New Year's Eve fireworks event, to be held the evening of December 31, 2024, that is planned to be staged at the La Fonda Hotel. Upon this review, it has been determined that the application is complete and includes appropriate safety measures. If the resolution is approved, the event will include a dedicated City of Santa Fe Fire Department stand-by.

**ATTACHMENTS:**

Resolution
FIR
Memo Attachment: Application Packet_Santa Fe New Year's Eve 2024

October 27, 2024

Chief Brian Moya &
Fire Marshal Geronimo G. Griego
Santa Fe Fire Department

Re: Fireworks Permit application for Santa Fe 2024 New Year's Eve

Dear Chief Moya & Fire Marshal Griego:

We have been contacted to conduct the fireworks display for the Santa Fe December 31, 2024, New Year's Eve Celebration to be staged at the La Fonda Plaza Hotel, same as last year. As per the request for the display, we are enclosing the following information.

1) Certificate of Insurance for Fireworks Display, Copy of New Mexico State Fire Marshal's Fireworks License for Western Enterprises, Inc.
2) Copy of BATF&E Explosives License for Western Enterprises, Inc.
3) Copy of United States DOT "Hazardous Materials Safety Permit" for Western Enterprises, Inc.
4) Product will be classified as **Articles, Pyrotechnic 1.4 G, UN 0431, (for Professional Use ONLY)** Product Description Script attached.
5) Copy of a site maps diagram of the launch site of the fireworks display
6) ATF Clearance for Technicians in charge: (Matthew Flores, Nick Flores & Kevin Connelly)

We hope this provides you with the information you need for the permit application.
If you have any questions, please feel free to email or call us immediately at 580-855-2203.

Respectfully,

Jim Burnett, President

***Product Listing***
***December 31, 2024***

***See Attached:***

## *Pyrotechnic Crew for Santa Fe NYE fireworks display*

Nick Flores– Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-699-8727

Matthew Flores – Lead Technician
2255 Camino Iris
Santa Fe, NM 87505
505-670-9530

Nick Flores & Matt Flores have been working on the NYE displays for many years and is familiar with the production elements.

Assistants:

Kevin Connelly 316-258-7300

Kevin has been working on this display for the last few years as well and is very familiar with the production elements.

City of Santa Fe Fire Department
P.O. Box 909, 200 Murales Road · Santa Fe, New Mexico 87504
(505) 955-3110 · FAX (505) 955-3115

**Fire Prevention Use Only:**
Date Request Received: _____ Date of Burn: _____ Permit #: _____

1.4G Articles Pyrotechnic, UN0431 (for PROFESSIONAL USE ONLY)

## FIREWORKS PERMIT APPLICATION

APPLICANT NAME: City of Santa Fe / Western Enterprises, Inc

MAILING ADDRESS: PO Box 60 CITY, ZIP: Carrier, OK 73727

PHONE: (580 ) 855 -2203 FAX: (____) ____-_____

E-MAIL: cheryld@fireworksbywestern.com / jamesb@fireworksbywestern.com

FIREWORKS SITE LOCATION: rooftop of La Fonda Hotel / plaza area on San Francisco street

OWNER/BUSINESS NAME (if applicable): _____

PURPOSE OF FIREWORKS: Santa Fe NYE display

TYPE OF BURN MATERIALS INVOLVED:
1.4G Articles Pyrotechnic, UN0431 (for PROFESSIONAL USE ONLY)

PROTECTIVE MEASURES (i.e. fire extinguisher, hose at what distance from burn, etc.):
Security for perimeter as noted on maps, fire extinguishers. Fire Department on site

DATE OF FIREWORKS: December 31, 2024
START TIME OF DISPLAY: Midnight 12:00 END TIME OF DISPLAY: 12:09am
ADDITIONAL INFORMATION, SECONDARY CONTACT, ETC.:

Sarah Pecha 580-855-2203

APPLICANT SIGNATURE: _____ DATE: 10/28/24

☐ Please indicate if you are non-profit by checking this box. Proof must be given of non-profit status.
$10 fee for all burn permits, except non-profits

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Acrisure, LLC dba Britton Gallagher & Associates
3737 Park East Dr. STE 204
Beachwood OH 44122

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest Indemnity Insurance Co. | 10851 |
| INSURER B : Everest Denali Insurance Company | 16044 |
| INSURER C : Axis Surplus Ins Company | 26620 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Western Enterprises, Inc.
13513 W. Carrier Road
Carrier OK 73727

**COVERAGES** **CERTIFICATE NUMBER:** 804729201 **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 | Y | | SI8GL02102-241 | 2/15/2024 | 2/15/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | SI8CA00037-241 | 2/15/2024 | 2/15/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [X] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [ ] UMBRELLA LIAB [X] OCCUR | | | P-001-000247418-05 | 2/15/2024 | 2/15/2025 | EACH OCCURRENCE | $ 4,000,000 |
| | [X] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Additional Insureds: Kiwanis Club of Santa Fe & its Agents; Kiwanis Club International; City of Santa Fe & Its Agents; SREG Santa Fe LLC; "La Fonda Holdings LLC, dba La Fonda on the Plaza Hotel"; LFH Management, LLC

Display Date: December 31, 2024 - January 1, 2025

Location: Santa Fe, NM

**CERTIFICATE HOLDER**

Kiwanis Club of Santa Fe
c/o Ray Sandoval
PO Box 622
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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# New Mexico Department of Homeland Security And Emergency Management

## STATE FIRE MARSHAL'S OFFICE FIREWORKS LICENSING & SAFETY

*In accordance with the Fireworks Licensing & Safety Act 60-2C-1 Through 60-2C-11*

**Western Enterprises, Inc**
**13513 W. Carrier Rd**
**Carrier, OK 73727**

**This license is issued to the person, firm, or corporation selling DISPLAY FIREWORKS.**

**THIS LICENSE IS NON-TRANSFERABLE AND MUST BE DISPLAYED AT ALL TIMES**

**NOTICE:** This license may be revoked or suspended by the State Fire Marshal, his Deputy, or Designee for violating any of the provisions of Chapter #60 Article #2C NMSA 1978 "FIREWORKS LICENSING & SAFETY ACT"

ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

**DATE OF ISSUE: 1.26.24**

**2024**
**Expires 01/31/2025**

**CLASS B DISTRIBUTOR LICENSE**

**#24-4-001**

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

# Federal Explosives License/Permit
## *(18 U.S.C. Chapter 40)*

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

| | |
|---|---|
| Direct ATF Correspondence To | ATF - Chief, FELC<br>244 Needy Road<br>Martinsburg, WV 25405-9431 |
| License/Permit Number | **5-OK-047-23-7D-00004** |
| Expiration Date | **April 1, 2027** |

Chief, Federal Explosives Licensing Center (FELC)

Name
WESTERN ENTERPRISES INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
13513 W CARRIER ROAD
CARRIER, OK 73727-

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

**Purchasing Certification Statement**

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature

President
Position/Title

James V. Burnett
Printed Name

6/3/2024
Date

Mailing Address (Changes? Notify the FELC of any changes.)

WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727-

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete

WESTERN ENTERPRISES INC; 13513 W CARRIER ROAD; 23/7D/5-OK-047-23-7D-00004; April 1, 2027; 23-IMPORTER OF EXPLOSIVES

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address** *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession** *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

*(Continued on reverse side)*

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

License/Permit Name: WESTERN ENTERPRISES INC

Business Name:

License/Permit Number: 5-OK-047-23-7D-00004

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: April 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

U.S. Department of Transportation
Federal Motor Carrier Safety

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

August 1, 2023

In reply refer to:
USDOT Number: 203517

SARAH PECHA
VICE-PRESIDENT
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

Dear SARAH PECHA:

HAZARDOUS MATERIALS SAFETY PERMIT HM Safety Permit ID: US-203517-OK-HMSP
Effective Date: August 1, 2023

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

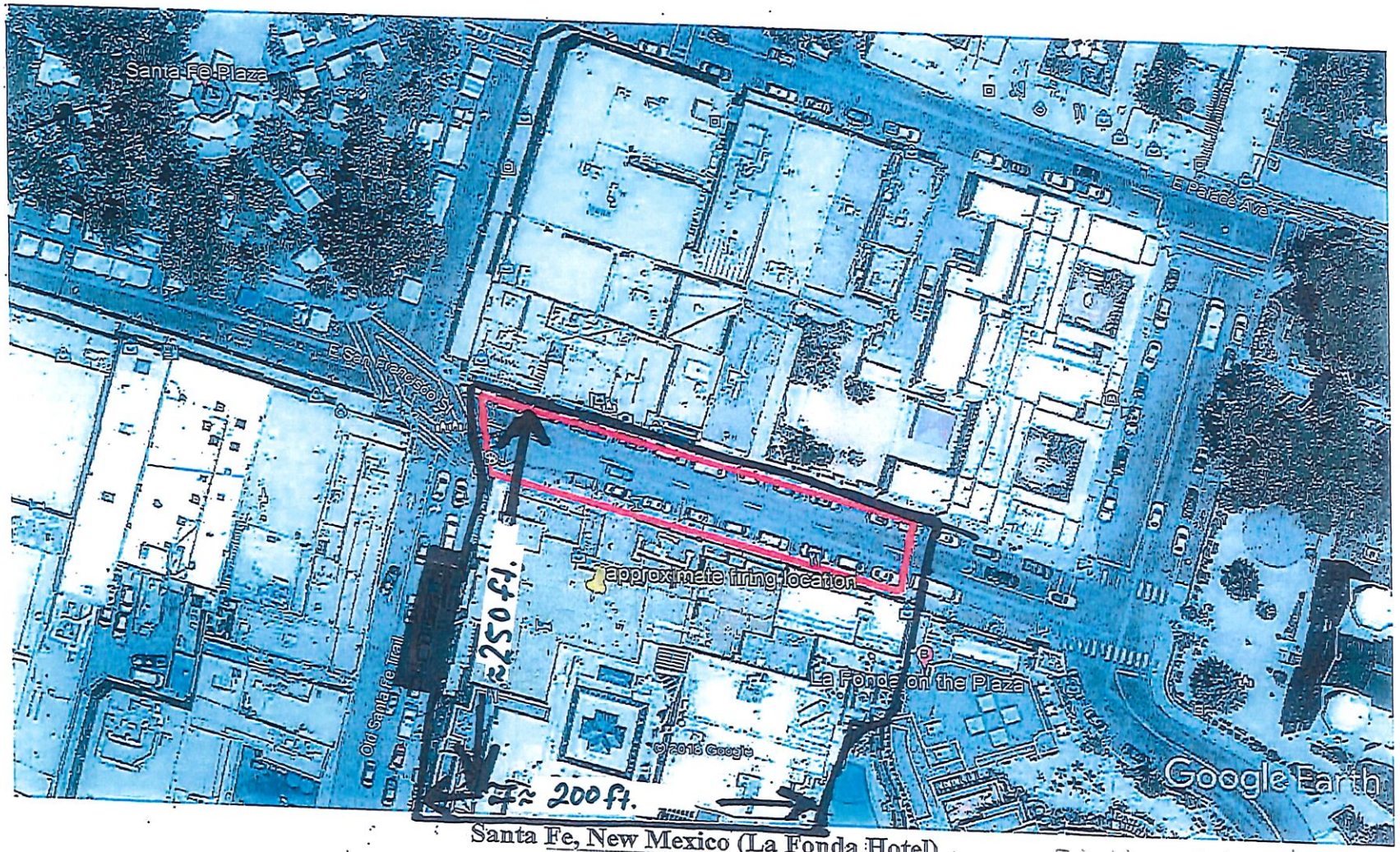
This HMSP will be effective beginning August 1, 2023, and remain effective through July 31, 2025, if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document, you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division




Santa Fe, New Mexico (La Fonda Hotel)

Fire time Midnight.

Yellow stick pin denotes approximate firing location

December 31, 2024

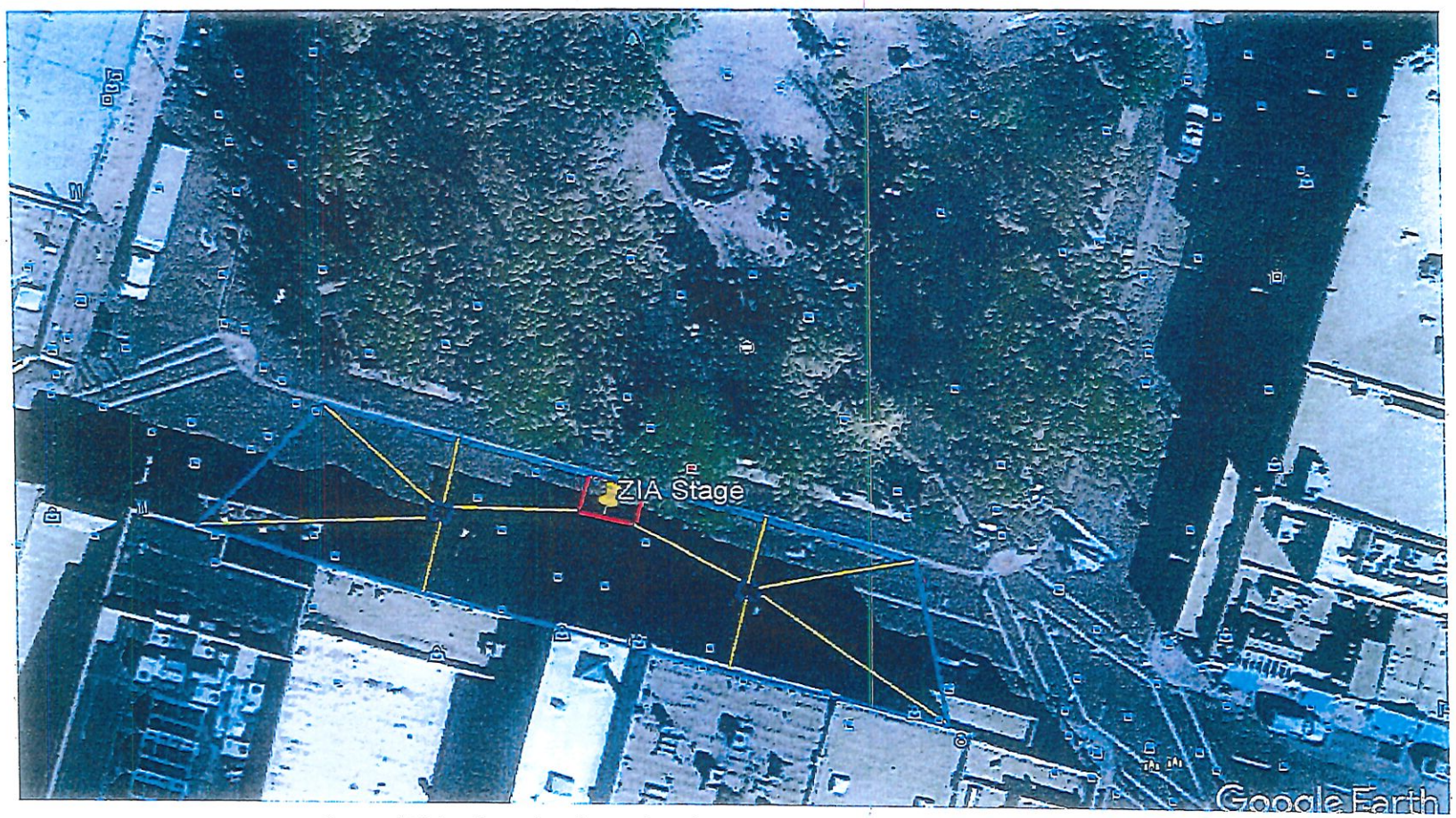
Outside "red lines" denote no spectators or parking during fireworks. This MUST be adhered to.

[redacted] = loading zone & apparatus location

—— Drop zone

# Santa Fe NYE Plaza Site

December 31, 2024




Second Firing Location from the plaza area on San Francisco Street.

Requirements they are to provide for the close-proximity theatrical pyro on San Francisco Street

1. The **"Red Stage"** is approximate location for stage for ZIA
2. The **"Purple Squares"** denote gerb and 7/8' crackling mine placement. (the gerbs and mines are to be secured by "clamps" in a black frame platform. Gerbs and mines are fired simultaneously from left and right, see script)
3. **"Yellow Lines"** are drawn from the **"Purple Squares"** to the **"Blue Line Outside Safety Perimeter"**. (Pyro is approximately 20-ft to the north curb toward park, 35-ft from stage, 45-ft to east and west to secured area, and 22-ft back to the buildings) No spectators can be on the sidewalk in front of the buildings during the fireworks. There will be spectators outside of the **"Blue Line Outside Safety Perimeter"**.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

09/17/2024

# NOTICE OF CLEARANCE

## for individuals transporting, shipping, receiving, or possessing explosive materials.

**ISSUED TO:** WESTERN ENTERPRISES INC
**NOTICE DATE:** 09/17/2024

Federal Explosives license/permit no.: 5-OK-047-23-7D-00004
Expiration Date: April 1, 2027
Explosives License/Permit Type: 23-IMPORTER OF EXPLOSIVES

**EXPIRATION DATE:** This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

1. WARNING. Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
2. "DENIED" STATUS. If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
3. CHANGE IN RESPONSIBLE PERSONS. You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
4. CHANGE OF EMPLOYEES. You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

**Premises Address:** 13513 W CARRIER ROAD
CARRIER, OK 73727

**Mailing Address:**
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

**PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.**

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

**Number of RESPONSIBLE PERSON(S) :** 2
**Number of EMPLOYEE POSSESSOR(S):** 59

| LAST NAME, First Name, Middle Name | Clearance Status |
|---|---|
| **RESPONSIBLE PERSONS:** | 2 |
| 0001 BURNETT, JAMES VINCENT | Cleared |
| 0002 PECHA, SARAH E | Cleared |
| **EMPLOYEE POSSESSORS:** | 59 |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |

continued

| LAST NAME, First Name, Middle Name | Clearance Status |
|---|---|
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| 0012 CONNELLY, KEVIN JOHN | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |

OK-047-23-7D-00004 expiration date: April 1, 2027 WESTERN ENTERPRISES INC OF : 13513 W CARRIER ROAD, CARRIER, OK 73727

# NOTICE OF CLEARANCE

09/17/2024

## for individuals transporting, shipping, receiving, or possessing explosive materials.

**NOTICE DATE:** 09/17/2024

**EXPIRATION DATE:** This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

**This 'Notice of Clearance' is issued to:** WESTERN ENTERPRISES INC
**Federal Explosives license/permit no.:** 5-OK-047-23-7D-00004
**Explosives License/Permit Type :** 23-IMPORTER OF EXPLOSIVES
**Expiration Date :** April 1, 2027

13513 W CARRIER ROAD
CARRIER, OK 73727

continued from previous page

| LAST NAME, First Name, Middle Name | Clearance Status |
|---|---|
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| 0019 FLORES, MATTHEW PLACIDO | Cleared |
| 0020 FLORES, NICOLAS STEVEN | Cleared |
| [redacted] | Cleared |
| [redacted] | Cleared |
| [redacted]

# OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

**LICENSE #: SGFOW054**
**CONNELLY KEVIN J**
PO BOX 780872

WICHITA KS 67278
Is Granted This License As: **Fireworks Display Operator**

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2006 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This License is valid until 5/23/2025 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5.

Effective Date: 5/23/2021

Expiration Date: 5/23/2025

Wally Roberts
Chief of Investigations

LICENSE #: SGFOW054
CONNELLY KEVIN J
PO BOX 780872

WICHITA KS 67278

Operators must carry this card. Please cut on solid line

**OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS**

LICENSE #: SGFOW054
As:Fireworks – Public Display Operator

TO: CONNELLY KEVIN J
WICHITA KS 67278
ISSUED: 5/23/2021 EXPIRE: 5/23/2025

Wally Roberts
Chief of Investigations

Santa Fe NYE
December 31, 2024

NOTE(s) TO Technician (1) Ray Sandoval will give you the count-down to when to begin the fireworks display. (2) Please use linoleum under platforms, especially the platforms with the small cake barrages. (3) Place wooden barriers around platforms with small cakes.

NOTE TO Gibby & Leonel: (1) Please secure to platforms and wire them accordingly. (2) Send rolls of linoleum with truck and also wooden barriers for surrounding small cakes.

Product Description

| Cue | Qty | Size | Shell | Comment |
|---|---|---|---|---|
| 1-1 | 2 | Strings | Niagara Falls | Plaza Site |
| 8-2 | 2 | 100mm | Orange Mines Vertical (NextFX) | La Fonda |
| 8-4 | 2 | 100mm | White Glitter Crackling Mines Vertical (NextFX) | La Fonda |
| 8-3 | 2 | 19mm | 10 Shot 2 Sec Red Silver Crossette FINALE | La Fonda |
| 3-12 | 1 | 19mm | 10-shot/10-sec Gold Crossette w/tail (RES) | La Fonda |
| 6-8 | 1 | 19mm | 10-shot/10-second Purple Tail Crossette (RES) | La Fonda |
| 3-11 | 1 | 19mm | 30-shot/30-sec Red Mine Plate (RES) | La Fonda |
| 2-15 | 1 | 22mm | 10-Shot/11-Sec Gold Glitter Comet (NextFX) | La Fonda |
| 7-4 | 1 | 22mm | 20-shot/10-second Red Crossette Plate (Santore) | La Fonda |
| 6-12 | 1 | 22mm | 20-shot/10-second Silver Crossette Plate (Santore) | La Fonda |
| 7-4 | 1 | 22mm | 20-shot/10-second Silver Crossette Plate (Santore) | La Fonda |
| 3-1 | 1 | 22mm | 20-shot/20-second Blue Comet Plate (Santore) | La Fonda |
| 5-8 | 1 | 22mm | 20-shot/20-second Silver Crossette Plate (Santore) | La Fonda |
| 6-1 | 1 | 22mm | 30-shot/30-sec Purple Mine Plate (RES) | La Fonda |
| 1-14 | 1 | 25mm | 2x5 (20-second) Five Color Comet Fan Plate (Skyworks | La Fonda |
| 7-10 | 1 | 25mm | 5x3 (5-second) Choice color comet Plate (Skyworks) | La Fonda |
| 7-11 | 1 | 25mm | 5x3 (5-second) Choice color comet Plate (Skyworks) | La Fonda |
| 5-11 | 1 | 25mm | 5x3 (5-second) Gold Comet Plate (Skyworks) | La Fonda |
| 6-11 | 1 | 25mm | 5x3 (5-second) Red Comet Plate (Skyworks) | La Fonda |
| 1-12 | 1 | 25mm | 5x3 (5-second) Silver Comet (Skyworks) | La Fonda |
| 1-4 | 2 | 25mm | 8-shot/10-second Purple comet Plates (RES) | La Fonda |
| 1-8 | 1 | 25mm | 8-shot/15-second White Flitter Comet (new Santore) | La Fonda |
| 7-1 | 2 | 25-shot | Thunder King barrage | La Fonda |
| 7-2 | 2 | 25-shot | Thunder King barrage(secure to plywood bases) | La Fonda |
| 1-3 | 1 | 25-shot | Thunder King barrage | La Fonda |
| 1-13 | 1 | 25-shot | Thunder King barrage(secure to plywood bases) | La Fonda |

.75"

| | | | | |
|---|---|---|---|---|
| 2-8 | 2 | 30mm | 1-shot Purple Comet Plates (Ricasa Spain) | La Fonda |
| 2-10 | 2 | 30mm | 1-shot Purple Comet Plates (Ricasa Spain) | La Fonda |
| 4-9 | 2 | 30mm | 1-shot Purple Comet Plates (Ricasa Spain) | La Fonda |
| | **6** | | | |
| 5-7 | 1 | 30MM | 8 Shot 15 Sec Glitter Crackle Mine (Santore) | La Fonda |
| 2-7 | 1 | 30MM | 8 Shot 15 Sec White Flitter COMET (Santore) | La Fonda |
| 3-15 | 1 | 30mm | 8-shot/10-second Blue Comet Plate (RES) | La Fonda |
| 2-13 | 1 | 30mm | 8-shot/10-second Gold Glitter Crackle Comet (RES) | La Fonda |
| 3-7 | 1 | 30mm | 8-shot/10-second Green Comet Plate (RES) | La Fonda |
| 4-12 | 1 | 30mm | 8-shot/10-second Green Comet Plate (RES) | La Fonda |
| 4-3 | 1 | 30mm | 8-shot/10-second Orange Comet Plate (RES) | La Fonda |
| 2-5 | 1 | 30mm | 8-shot/10-second Purple Comet Plate (RES) | La Fonda |
| 5-5 | 1 | 30mm | 8-shot/10-second Purple Comet Plate (RES) | La Fonda |
| 5-9 | 1 | 30mm | 8-shot/10-second Purple Comet Plate (RES) | La Fonda |
| 6-7 | 1 | 30mm | 8-shot/10-second Purple Comet Plate **(RES)** | La Fonda |
| | **4** | | | |
| 4-13 | 1 | 30mm | 8-shot/10-second Red & Glitter Mine Plate (RES) | La Fonda |
| 1-15 | 1 | 30mm | 8-shot/15-sec Gold Crossette Plate (Spain, Ricasa Trailer) | La Fonda |
| 3-8 | 1 | 30mm | 8-shot/15-sec Gold Crossette Plate (Spain, Ricasa Trailer) | La Fonda |
| 7-7 | 2 | 30mm | 8-shot/15-sec Gold Crossette Plate (Spain, Ricasa Trailer) | La Fonda |
| | **4** | | | |
| 2-3 | 1 | 30mm | 8-shot/15-sec Gold Flitter Crossette Plate (Santore) | La Fonda |
| 2-6 | 1 | 30mm | 8-shot/15-second Blue Crossette Plates (NextFX) | La Fonda |
| 4-7 | 1 | 30mm | 8-shot/15-second Blue Crossette Plates (Santore) | La Fonda |
| 1-10 | 1 | 30mm | 8-shot/15-second Blue Crossette (Santore) | La Fonda |
| 5-4 | 1 | 30mm | 8-shot/15-second Blue Crossette Plates (Santore) | La Fonda |
| 5-14 | 1 | 30mm | 8-shot/15-second Blue Crossette Plates (Santore) | La Fonda |
| 3-5 | 1 | 30mm | 8-shot/15-second Crackle Comet Plate (Santore) | La Fonda |
| 6-14 | 1 | 30mm | 8-shot/15-second Glittering Crackle Crossette (Santore) | La Fonda |
| 6-15 | 1 | 30mm | 8-shot/15-second Glittering Crackle Crossette (Santore) | La Fonda |
| 4-6 | 1 | 30mm | 8-shot/15-second Glittering Crackle Crossette Plates (Santore) | La Fonda |
| 3-2 | 1 | 30mm | 8-shot/15-second Gold Crossette Plates (Spain Ricasa) | La Fonda |
| 5-6 | 1 | 30mm | 8-shot/15-second Gold Glitter Crossette Plate (Santore) | La Fonda |
| 4-10 | 1 | 30mm | 8-shot/15-second Green Crossette (Santore) | La Fonda |
| 6-4 | 1 | 30mm | 8-shot/15-second Green Crossette (Santore) | La Fonda |
| 2-14 | 1 | 30mm | 8-shot/15-second Green Crossette Plate (Santore) | La Fonda |
| 1-11 | 1 | 30mm | 8-shot/15-second Green Crossette Plates (Santore) | La Fonda |

| | | | | |
|---|---|---|---|---|
| 6-10 | 1 | 30mm | 8-shot/15-second Purple Crossette (Santore) | La Fonda |
| 3-13 | 1 | 30mm | 8-shot/15-second Purple Crossette Plate (Santore) | La Fonda |
| 1-7 | 2 | 30mm | 8-shot/15-second Purple Crossette Plates (Santore) | La Fonda |
| 4-2 | 1 | 30mm | 8-shot/15-second Purple Crossette Plates (Santore) | La Fonda |
| 7-3 | 1 | 30mm | 8-shot/15-second Red Comet Plate (Santore) | La Fonda |
| 2-12 | 1 | 30mm | 8-shot/15-second Red Crossette (NextFX) | La Fonda |
| 5-12 | 1 | 30mm | 8-shot/15-second Red Crossette (NextFX) | La Fonda |
| 1-9 | 1 | 30mm | 8-shot/15-second Red Crossette (Santore) | La Fonda |
| 5-15 | 1 | 30mm | 8-shot/15-second Red Crossette (Santore) | La Fonda |
| 3-6 | 1 | 30mm | 8-shot/15-second Red Crossette Plate (NextFX) | La Fonda |
| 5-3 | 1 | 30mm | 8-shot/15-second Red Crossette Plate (Santore) | La Fonda |
| 2-9 | 1 | 30mm | 8-shot/15-second Silver Crossette (NextFX) | La Fonda |
| 5-1 | 1 | 30mm | 8-shot/15-second Silver Crossette Plates (NextFX) | La Fonda |
| 5-13 | 1 | 30mm | 8-shot/15-second White Flitter Comet Plate (Santore) | La Fonda |
| 7-3 | 1 | 30mm | 8-shot/15-second White Flitter Comet Plate (Santore) | La Fonda |
| 5-10 | 1 | 30mm | 8-shot/15-second White Flitter Crossette (Santore) | La Fonda |
| 6-6 | 1 | 30mm | 8-shot/15-second White Flitter Crossette (Santore) | La Fonda |
| 6-9 | 1 | 30mm | 8-shot/15-second White Flitter Crossette (Santore) | La Fonda |
| 7-13 | 2 | 30mm | 8-shot/2-Second Finale Crossette Plates (RES) | La Fonda |
| 3-14 | 1 | 30mm | 8-shot/8-second Crackle Comet Plate (NextFX) | La Fonda |
| 4-11 | 1 | 30mm | 8-shot/8-second Crackle Comet Plate (NextFX) | La Fonda |
| 3-9 | 2 | 40mm | 1-shot Gold Glitter Comets (Spirit of '76) | La Fonda |
| 3-10 | 2 | 40mm | 1-shot Gold Glitter Comets (Spirit of '76) | La Fonda |
| | **4** | | | |
| 2-2 | 2 | 40mm | 1-shot Purple Mine (Ricasa Spain) | La Fonda |
| 3-3 | 2 | 40mm | 1-shot Purple Mines (Ricasa Spain) | La Fonda |
| 3-4 | 2 | 40mm | 1-shot Purple Mines (Ricasa Spain) | La Fonda |
| | **4** | | | |
| 6-13 | 1 | 40mm | 2 x 4 (15-second) Blue>Red Mine Plate | La Fonda |
| 4-1 | 1 | 40mm | 2 x 4 (15-second) Blue>Red Mine Plate (Skyworks) | La Fonda |
| 4-15 | 1 | 40mm | 2 x 4 (15-second) Green Mine Plate (Skyworks) | La Fonda |
| 2-4 | 1 | 40mm | 2x4 White Fan Mine Plate (skyworks) | La Fonda |
| 6-5 | 1 | 40mm | 3x3 (15-second) Green>Red Mine Plate | La Fonda |
| 5-2 | 1 | 40mm | 3x3 Green to Purple Mine Fan Plate (Skyworks) | La Fonda |
| 2-11 | 1 | 40mm | 3x3/15-second Red>Blue Mine Plate (Skyworks) | La Fonda |
| 8-1 | 1 | 40mm | 5-shot Vertical Variegated Aerial Plate (Skyworks) | La Fonda |
| 8-2 | 1 | 40mm | 5-shot Vertical Variegated Aerial Plate (Skyworks) | La Fonda |

| | | | | |
|---|---|---|---|---|
| 7-5 | 1 | 40mm | 8-shot Red Comet/Crackling Comet Plates (Ricasa Spain) | La Fonda |
| 7-6 | 1 | 40mm | 8-shot Red Comet/Crackling Comet Plates (Ricasa Spain) | La Fonda |
| 7-8 | 1 | 40mm | 8-shot Red Comet/Crackling Comet Plates (Ricasa Spain) | La Fonda |
| 7-9 | 1 | 40mm | 8-shot Red Comet/Crackling Comet Plates (Ricasa Spain) | La Fonda |
| 7-12 | 1 | 40mm | 8-shot Red Comet/Crackling Comet Plates (Ricasa Spain) | La Fonda |
| | **5** | | | |
| 4-14 | 1 | 40mm | 8-shot/15-second white Flitter Crossette (Santore) | La Fonda |
| | | | | |
| 2-1 | 1 | 40mm | 8-shot/8-second RedComet/Crackle Comet Plate (Ricasa OLD) | La Fonda |
| | | | | |
| 1-1 | 2 | 40mm | Crackling Mine/Crackling Comet **(Spirit of '76)** | La Fonda |
| 1-2 | 2 | 40mm | Crackling Mine/Crackling Comet **(Spirit of '76)** | La Fonda |
| 7-14 | 2 | 40mm | Crackling Mine/Crackling Comet **(Spirit of '76)** | La Fonda |
| 8-1 | 2 | 40mm | Crackling Mine/Crackling Comet **(Spirit of '76)** | La Fonda |
| | **8** | | | |
| 4-4 | 2 | 40mm | Crackling Mine/Crackling Comet (Ricasa Spain) | La Fonda |
| 4-5 | 2 | 40mm | Crackling Mine/Crackling Comet (Ricasa Spain) | La Fonda |
| | **4** | | | |
| 4-8 | 2 | 40mm | Purple Dahlia Mine (spirit of 76) | La Fonda |
| | | | | |
| 6-2 | 1 | 50mm | 1-shot Brocade Mine (spirit of 76) | La Fonda |
| 6-3 | 1 | 50mm | 1-shot Brocade Mine (spirit of 76) | La Fonda |
| | | | | |
| 8-5 | 2 | 50mm | Crackle Mines (Spirit 76, slider) | La Fonda |
| | | | | |
| 1-5 | 2 | 50mm | Green Mine (Spirit of 76) | La Fonda |
| 1-6 | 2 | 50mm | Green Mine (Spirit of 76) | La Fonda |
| | **4** | | | |
| 7-13 | 2 | 50mm | Silver Mines (Spirit 76, slider) | La Fonda |
| 7-15 | 2 | 50mm | Silver Mines (Spirit 76, slider) | La Fonda |
| | **4** | | | |
| | | | | |
| | | | **Note to Packing Department: Please Add following** | |
| | | | **product to shipment.** | |
| | | | | |
| | 6 | 30mm | Crackling Mines (RES) | **Plaza Site** |
| | | | **Red Building** | |
| | 4 | 30mm | 8-second/20-ft Silver Gerbs | **Plaza Site** |
| | | | **Red Building** | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **Packing Department: please send roof protection** | |
| | | | **Send roll linoleum for roof protection** | |

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2024-__**

**INTRODUCED BY:**

Councilor Signe Lindell

**A RESOLUTION**

**APPROVING A PUBLIC FIREWORKS DISPLAY DURING THE SANTA FE PLAZA 2024-2025 NEW YEAR'S EVE EVENT.**

**WHEREAS,** Resolution 2016-24 directed that City of Santa Fe ("City") staff "plan and execute" New Year's Eve annually as part of the "People to the Plaza" initiative; and

**WHEREAS,** New Year's Eve is held within City limits and utilizes fireworks to celebrate; and

**WHEREAS**, Section 12-3.3, "Public Display" states that permits for the public display of fireworks "shall be granted on application to the fire department, approval by the governing body, and the filing of a bond by the applicant"; and

**WHEREAS,** the City has engaged Western Enterprises, Inc., and the Kiwanis Club of Santa Fe ("Kiwanis Club") to act on the City's behalf to plan and execute the event; and

**WHEREAS,** Western Enterprises, Inc./Kiwanis Club, submitted, on behalf of the City, a timely and complete application to the Fire Department to hold a New Year's Eve event on the Plaza on December 31, 2024, requesting permission to hold a fireworks display, staged at the La Fonda Hotel, which is located within the City limits; and

**WHEREAS,** in the event that there are unused fireworks, the Kiwanis Club wishes to discharge any unused fireworks that are armed in accordance with safety procedures required by the Fire Marshal or Fire Marshal's designee; and

**WHEREAS,** the City's Fire Marshal determined in their professional capacity that the planning for the New Year's event, as described by the City's application, demonstrates the applicant has taken appropriate safety measures; and

**WHEREAS,** the Governing Body supports the use of fireworks during an annual City event on New Year's Eve, so long as the use complies with SFCC 1987, Section 12-3, "Fireworks", including the stipulations outlined in section 12-3.9, "Restrictions during severe or extreme drought conditions".

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the Governing Body approves the set up for and use of fireworks on New Year's Eve, December 31, 2024, and on New Year's Day, January 1, 2025, to be staged at the La Fonda Hotel, and to dispose of any unused fireworks in accordance with safety procedures of the Fire Marshal or Fire Marshal's designee's on January 1, 2025.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2024/Resolutions/Permitting Fireworks Display New Years Eve 2024*

**FIR No. 10639.1**

**FISCAL IMPACT REPORT**

**General Information:**

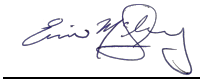
**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Permitting Fireworks Display New Year's Eve, 2024

**Sponsor(s):** Councilor Signe Lindell

**Reviewing Department(s):** City Attorney's Office and Fire Department

**Staff Completing FIR:** Geronimo Griego **Date:** 12/03/2024 **Phone:** (505) 955- 3317

**Reviewed by City Attorney:**  **Date:** Dec 6, 2024

**Reviewed by Finance Director:** Emily K. Oster **Date:** Dec 6, 2024

**Summary:**
If adopted, the proposed resolution would provide Governing Body approval for public fireworks display during a New Year's Eve event on the evening of December 31, 2024, pursuant to SFCC 1987, 12-3.3. This Section of code requires that permits for the public display of fireworks "be granted on application to the fire department, approval by the governing body". The resolution also specifies that the event's compliance with Section 12-3 "Fireworks" would include stipulations outlined in Section 12-3.9, which cover the restrictions "during severe or extreme drought conditions".

**Departments Affected:**
Fire Department

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, fireworks would not be permitted during the City's New Year's Eve event.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None at this time.

**Performance and Administrative Implications:**
The Fire Marshall will provide oversight to the event.

**Fiscal Implications:**
** The Fire Department will provide dedicated personnel for the event as part of its budgeted, regular operations.

**Fiscal Impact**

**X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2025 | FYE 2026 | FYE 2027 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE 2025 | FYE 2026 | FYE 2027 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:** BRIAN MOYA
BRIAN MOYA (Dec 6, 2024 14:51 MST)

**Email:** bjmoya@santafenm.gov

**Signature:** Geronimo G. Griego
Geronimo G. Griego (Dec 6, 2024 15:08 MST)

**Email:** gggriego@santafenm.gov