Agenda

Regular Meeting of the Public Works and Utilities Committee
December 1, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Public Works and Utilities Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

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

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment virtually, you must join the Zoom meeting by internet or phone, using the following link:

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
    a. Public Utilities Department Employee of the Month November 2025: Taylor

Jurgens, Water Division (Jonathan Montoya, Interim Water Division Director; jmmontoya@santafenm.gov)

b. Water Rate Increase and Rate Structure Change (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

7. Action Items: Consent Agenda

a. Request for Approval of the November 3, 2025, Public Works and Utilities Committee Meeting Minutes. (Daryn Lujan, Administrative Assistant; dmlujan@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025

b. Request for Approval of Amendment No. 1 to Item #25-0456 with SKE Contractors, L.L.C. to Increase the Compensation by $600,000 for a New Total Contract Amount of $4,927,500 for Sewer Collection System Repair, Replacement, and Extension. (Fred Heerbrandt, Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $600,000 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

c. Request for Approval of Amendment No. 1 to General Services Contract Item #23-0062 with IPS Group Inc to Amend the Scope of Services to Provide Ongoing Support for Credit Card Payments Made by Customers on SingleSpace and Monthly Management System Fees for Single Space Parking Meters, Increase the Compensation by $543,600 for a New Total Amount of $1,346,607.14 Including NMGRT and to Extend the Term to November 21, 2029 to Purchase Parking Meter Equipment and Services for the Installation and Service of Single-Spaced Parking Meters, Related Equipment, and the System Management to Operate the Meters. (Steve Kaspan, Parking Division Director, spkaspan@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

d. Request for Approval of Amendment No. 1 to Item # 24-0351 with Western

Oilfields Supply Co. to Increase the Compensation by $2,909,100.12 for a New Total Contract Amount of $3,909,100.12 for the Removal, Purchase and Installation of Pumps and Filtration Equipment for the Paseo Real Wastewater Treatment Facility. (Michael Dozier, WW Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,909,101 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $500,000 from the Wastewater Enterprise Fund to WIP Construction to Fund an Existing Contract with McDowell Mechanical for On-Call General/Mechanical Construction Services. (Fred Heerbrandt, Engineer Supervisor; pfheerbrandt@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

f. Request for Approval to Obtain Construction Services with National Roofing Company for Maintenance and Repair of a 64-Year-Old Roof in the Total Amount of $330,722. (Leroy Alvarado, Operations Management Supervisor; lmalvarado@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

g. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the New Year's Eve Celebration on Wednesday, December 31, 2025 at the La Fonda Plaza Hotel. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

h. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,005,000 from the Water Cash Enterprise Fund to Water WIP

Design for On-Call Engineering Services for Carollo Engineers Inc. (John Del Mar, Engineer; jpdelmar@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

i. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,060,000 from the Water Enterprise Cash Fund to Water WIP Design for On-Call Engineering Services for Hazen and Sawyer. (John Del Mar, Engineer Supervisor; jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

j. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,480,000 from the Water Enterprise Cash Fund to Water WIP Design for On-Call Engineering Services for AECOM Technical Services. (John Del Mar, Engineer Supervisor; jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

k. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4367 Improvements to Fire Station Facilities in the Total Amount of $3,955,050 with a Reversion Date of June 30, 2027. (Tim Farrell, Interim Facilities Division Director; tgfarrell@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,955,050 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

l. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration for Capital Appropriation Project 25-14370 to Plan, Design, Construct, Repair, Improve and Equip Parks int the

Total Amount of $150,097 with a Reversion Date of June 30, 2027. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $150,097 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for Parks Improvement Project.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

m. Request for Approval to Purchase a Metro Express 157, Type III Ambulance from Southwest Ambulance Sales in the Total Amount of $219,001. (Brian Moya, Fire Department, Fire Chief; bjmoya@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

n. Request for Approval to Accept the Fire Protection Fund Grant from the New Mexico Department of Homeland Security and Emergency Management (DHSEM) In the Total Amount of $522,980. (Brian Moya, Fire Department, Fire Chief; bjmoya@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to add $522,980 from the DHSEM into FY26 Fire Department Revenue.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

o. Request for Approval of General Services Contract with Fire Wire, LLC for Fire Department Personal Protective Equipment Inspection, Repair and Cleaning Services in the Total Amount of $330,000 Including NMGRT for a Six-Year Term. (Brian Moya, Fire Chief; bjmoya@santafenm.gov and Graham Miller, Battalion Chief-Health and Safety; grmiller@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

p. Request for Approval of Amendment No. 1 to Professional Services Contract Item #25-0376 with Life Extension Clinics, Inc. dba Life Scan Wellness

Centers to Increase Compensation by $495,407.95 for a New Total Amount of $645,771.20 for Firefighter Physicals. (Brian Moya, Fire Department, Fire Chief; bjmoya@santafenm.gov)

Comittee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

q. Request for Approval of a Professional Services Agreement with Woven Architecture LLC in the Total Amount of $231,300 Including NMGRT for Design Services for the Santa Fe Main Library for a Two-Year Term. (Jane Mathews, Public Works Project Manager II; sjmathews@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $231,300 to FY26 Facilities WIP Design for Santa Fe Main Library Preservation Project.

Committee Review
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

r. Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $119,607 for Project 25-J4368 Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2027. (Caryn Grosse, PMP, Public Works Project Manager III; clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

s. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4366 Improvements to Fire Station Facilities in the Total Amount of $247,500 with a Reversion Date of June 30, 2028. (Tim Farrell, Interim Facilities Division Director; tgfarrell@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $247,500 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

Committee Review:
Public Works and Utilities Committee: 12/01/2025

Finance Committee: 12/08/2025
Governing Body: 12/10/2025

t. Request for Approval of Amendment No. 1 to Item # 24-0656 with SKE Contractors, LLC to Increase the Compensation by $113,915.40 for a New Total Contract Amount of $3,388,943.60 for Calle Mejia Sanitary Sewer Pipe Bursting Rehab Project. (Fred Heerbrandt, Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $113,916 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

u. Request for Approval of a General Services Contract with Duke's Root Control, Inc. for Sanitary Sewer Evaluation Services in the Total Amount of $1,463,040.28 for a Four Year Term. (Efren Morales, Operations Superintendent; emmorales@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,463,041 From the Wastewater Enterprise Fund to Repair and Maintenance Building/Structure.

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

v. Request for Approval to Purchase Two Commercial Front Load Collection Vehicles from Bruckner Truck Sales in the Total Amount of $970,078. (Martin Valdez, ESD Fleet Manager; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/225
Governing Body: 12/10/2025

w. CONSIDERATION OF BILL NO. 2025-25. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jamie Cassutt) A Bill Updating the Rates and Service Charges for Water Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Governing Body (Public Comment): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 01/14/2025 (PENDING APPROVAL OF MEETING DATES)

x. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber and Councilor Jamie Cassutt)
A Resolution Accepting a Grant from the Que Linda Beautification Program Administered by the New Mexico Department of Transportation; Entering into a Grant Agreement for a Total Amount of $90,000, Term Ending June 30, 2026; Identifying the City Manager or City Manager's Designee as the Signatory for the Agreement. (Sindey Snyder, Park Ranger Supervisor; sksnyder@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

y. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Establishing the City of Santa Fe's Priorities for Consideration by the New Mexico State Legislature During the 57th Legislature – State of New Mexico – Second Session, 2026. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannario@santafenm.gov and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

z. CONSIDERATION OF RESOLUTION NO. 2025-____. (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 2026. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

aa. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Signe Lindell, Mayor

Alan Webber, and Councilor Michael Garcia)
A Resolution Authorizing the Installation of Seventy-Five Banners from March 2, 2026, Through November 2, 2026, on City of Santa Fe-Owned Light Poles, Commemorating the Centennial Anniversary of Route 66. (Randy Randall, Executive Director Tourism Santa Fe; rrandall@santafenm.gov)

Committee Review:
Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Governing Body: 12/10/2025

bb. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Signe Lindell, Councilor Alma Castro)
A Resolution Authorizing Donating Properties Identified as 1522 and 1650 West Alameda Street to a Developer Certified as a "Qualified Grantee" under the New Mexico Affordable Housing Act to Develop Low-Priced Dwelling Units, Pursuant to the City of Santa Fe's Affordable Housing Ordianance. (Nina A. Nguyen, Asset Development Associate; nanguyen@santafenm.gov)

Committee Review:
Governing Body (Introduction): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Governing Body: 12/10/2025

8. Action Items: Discussion Agenda

9. Executive Session

10. Matters from Staff

    a. Appreciation of Councilor Carol Romero-Wirth for Eight Years of Championing the Needs of Public Utilities and Specifically Water Conservation and Water Resources Planning. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, Bill Schneider, Water Resources and Conservation Manager, whschneider@santafenm.gov, and Jesse Roach, Interim Public Utilities Department Director, jdroach@santafenm.gov)

11. Matters from the Committee

12. Matters from the Chair

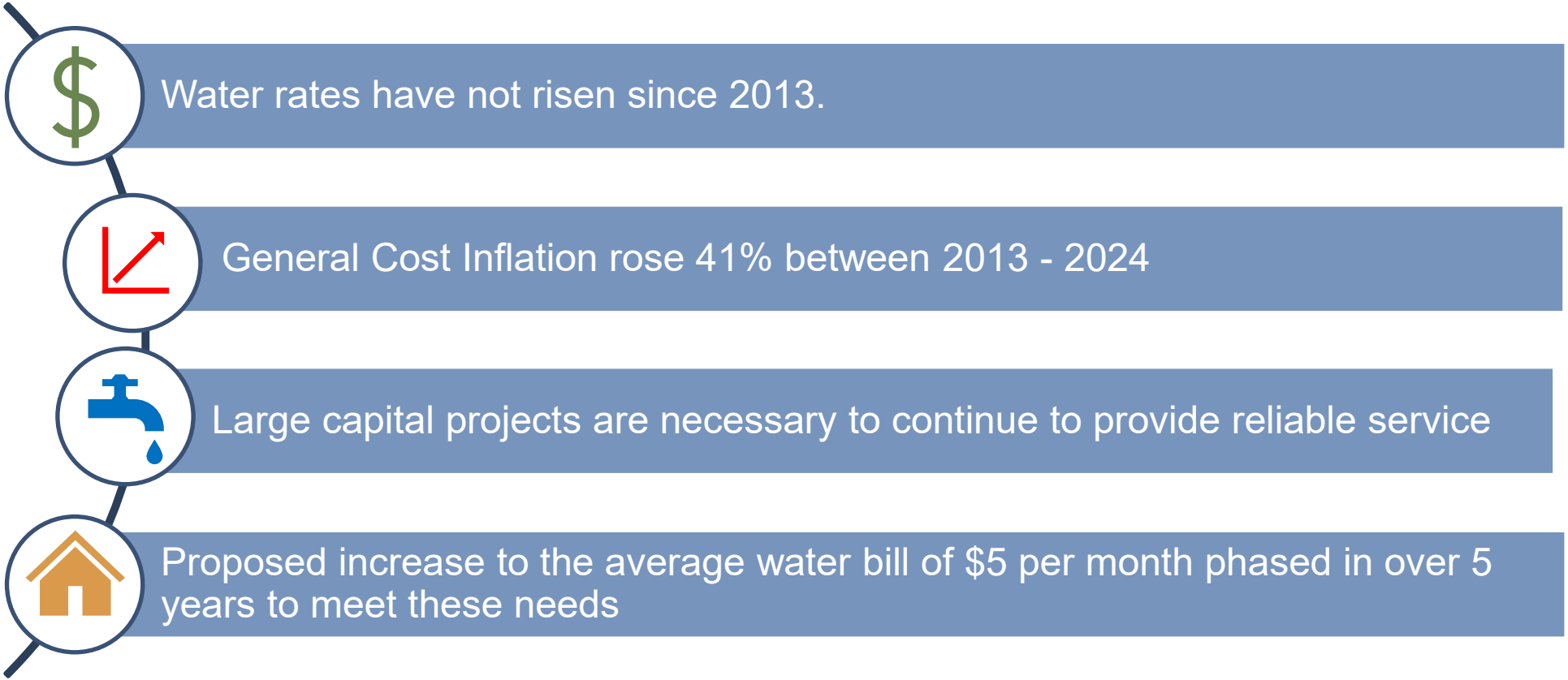
13. Adjourn

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

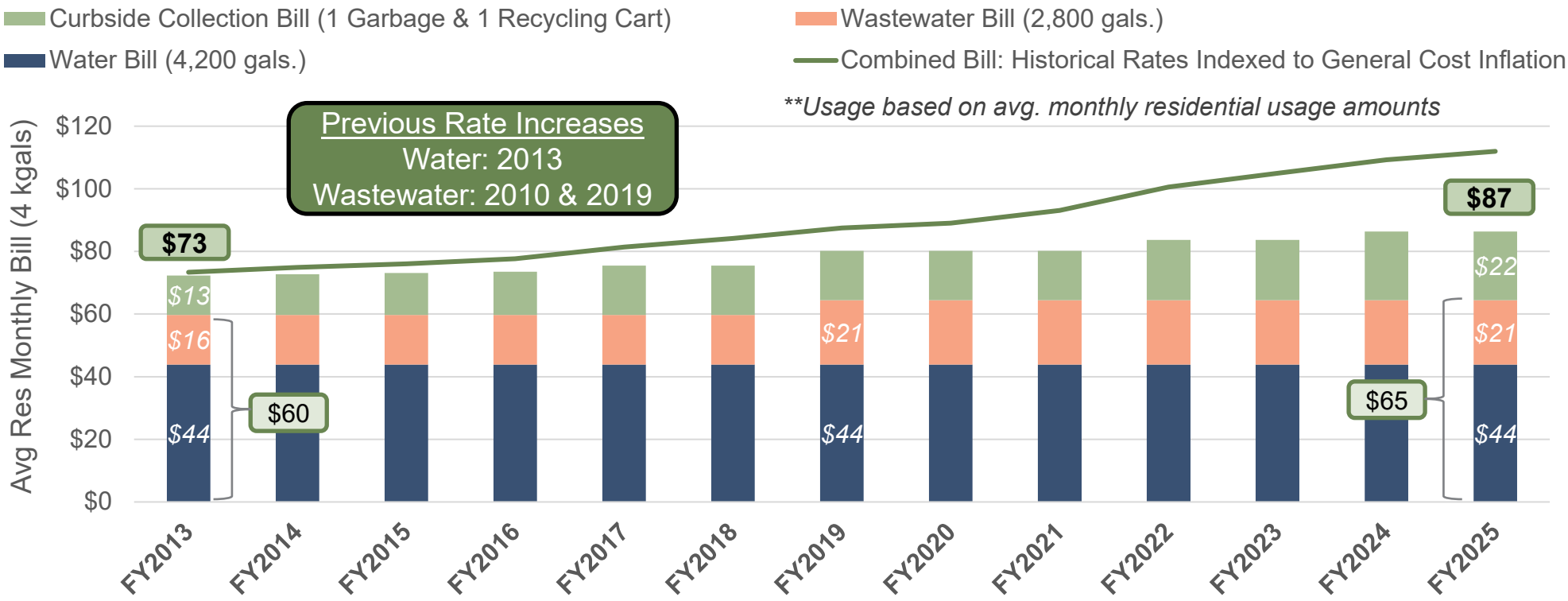
WATER RATE INCREASE & RATE STRUCTURE CHANGE

DECEMBER 1, 2025

Background and Historical Realities

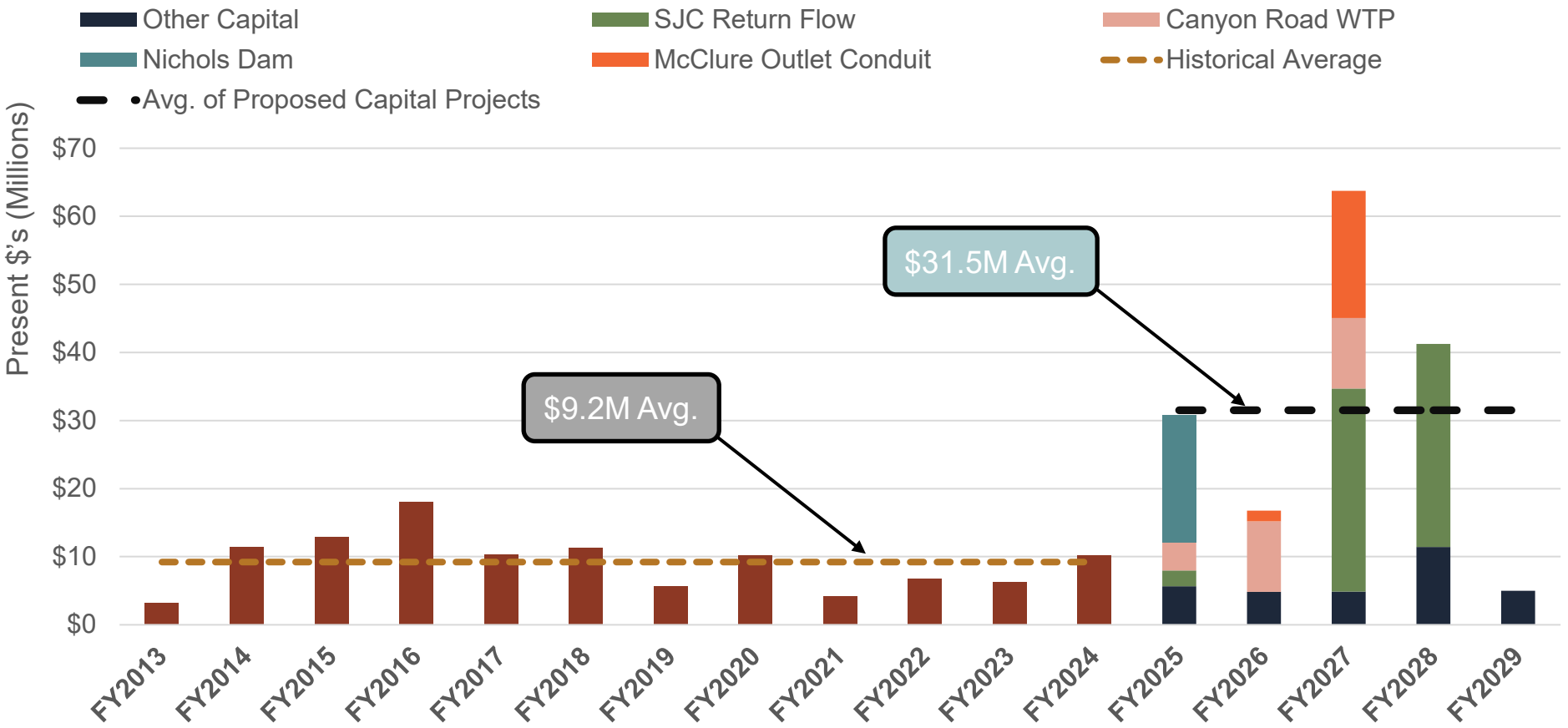


Historical Realities: Typical Monthly Residential Bill



Cumulative General Cost Inflation – 41%
Cumulative Salaries & Benefits Inflation – 38%
Cumulative Construction Cost Inflation – 33%

Historical Realities: Capital Investment in Water System



Water's Plan to Increase Revenues

(1) External resources: $77 million in Loans & Grants being sought

(39M State loans, 20M State grants, 18M Federal grants)

(2) 2026 Increase to Fee in Lieu of Water Rights (per acre-foot)

($16,600/AF since 2010 will go to $36,000/AF)

(3) Proposed change to municipal code to open Fee in Lieu of Water Rights to all sizes of development (once SJC project in place)

(4) Increase Water Rates over 5 years starting February 2026

2019 Water Rate Structure Taskforce

Taskforce assembled and engaged in discussions between 2019 – 2020; elected to table content for a later date

Makeup of Taskforce

- Three Utility Division Staff
- Two City Councilors
- Three Members of the Public
- Rate Consultant

Taskforce Proposals for Single Family & Multi-Family Residential Customers

- Elimination of seasonal 2-tiered structure in favor of year-round 3-tier structure
  - *Further reward water conservation by introducing a discounted 1st tier*

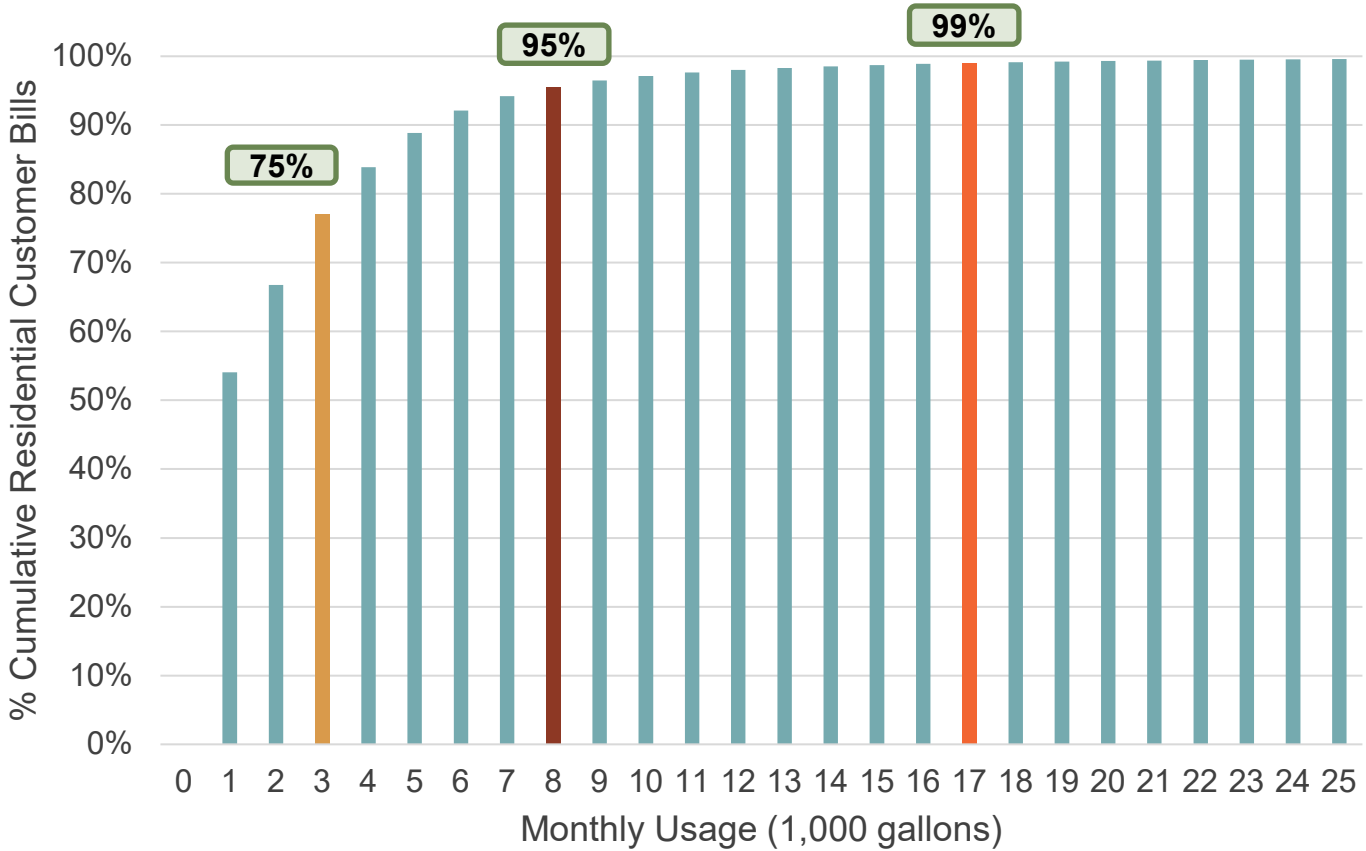
Taskforce Proposals ***not being*** Carried Forward with this Proposed Rate Change

- Separate Multi-Family into sub-classes based on dwelling unit (DU) size; apply commercial rates to the largest DU sub-class

  - Multi-Family Analysis showed no discernable usage pattern differences between dwelling unit sizes
- Commercial rate design is scheduled to commence at a later point in time
- Variable 3-tier structure based on average winter consumption

  - This is an either-or alternate to the proposed fixed 3-tier structure. May be reconsidered at a future date

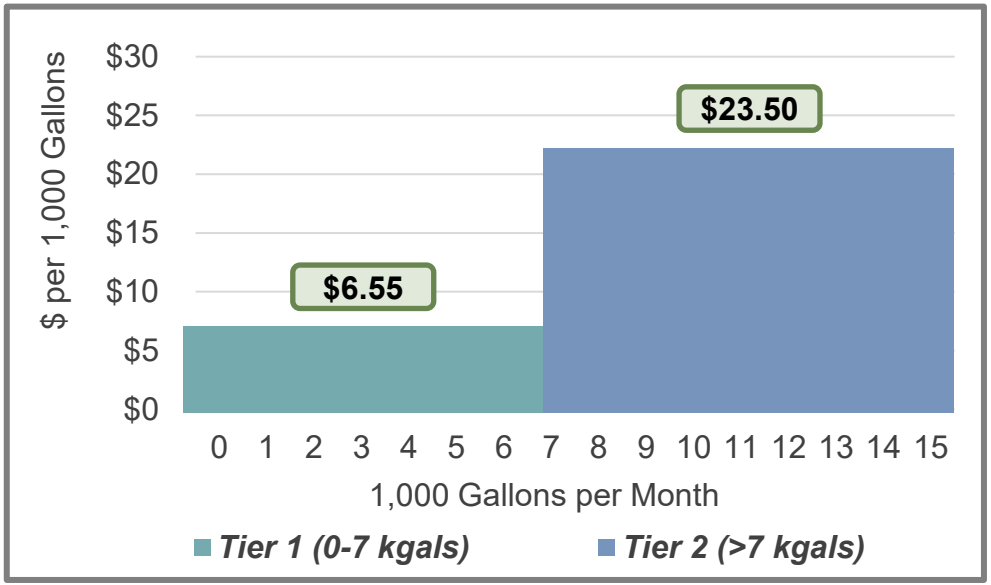
Annual Usage Distribution: Single Family & Multi-Family Residential



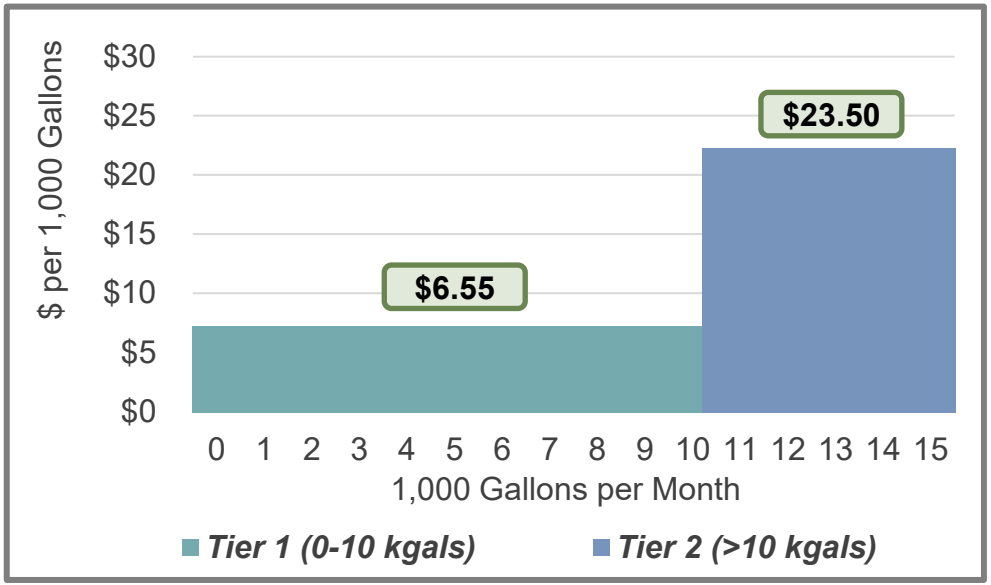
- 75% of customer bills use approximately 2,800 gallons or less monthly
- 95% of customer bills use approximately 7,600 gallons or less monthly
- 1% of customers bills use 16,900 gallons or more monthly

Existing Volumetric Water Rate Structure: Single Family & Multi-Family Residential

FY2027 Volumetric Water Rates without Proposed Structural Changes



Winter Volumetric (September – April)



Summer Volumetric (May – August)

***Multi-Family customers are charged the same rates as Single Family Residential - per dwelling unit*

Proposed Single Family & Multi-Family Residential Structure

Fixed 3-Tier Residential Structure Recommended

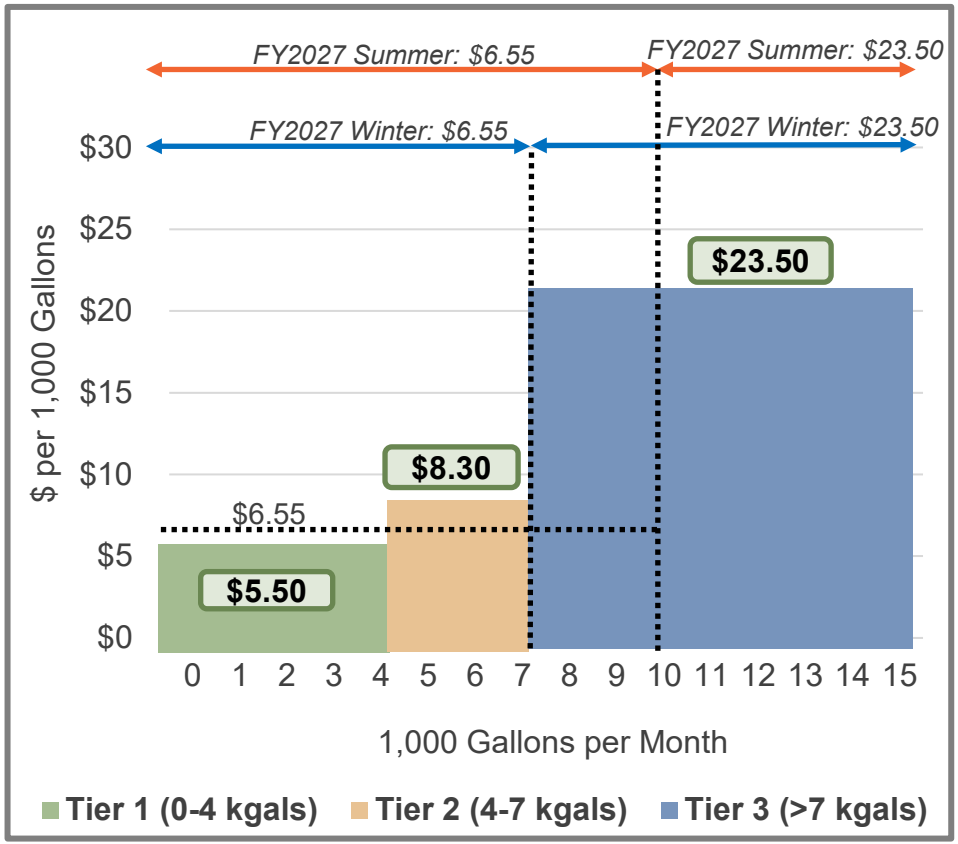
- January 2027 Implementation

Monthly Service Charge

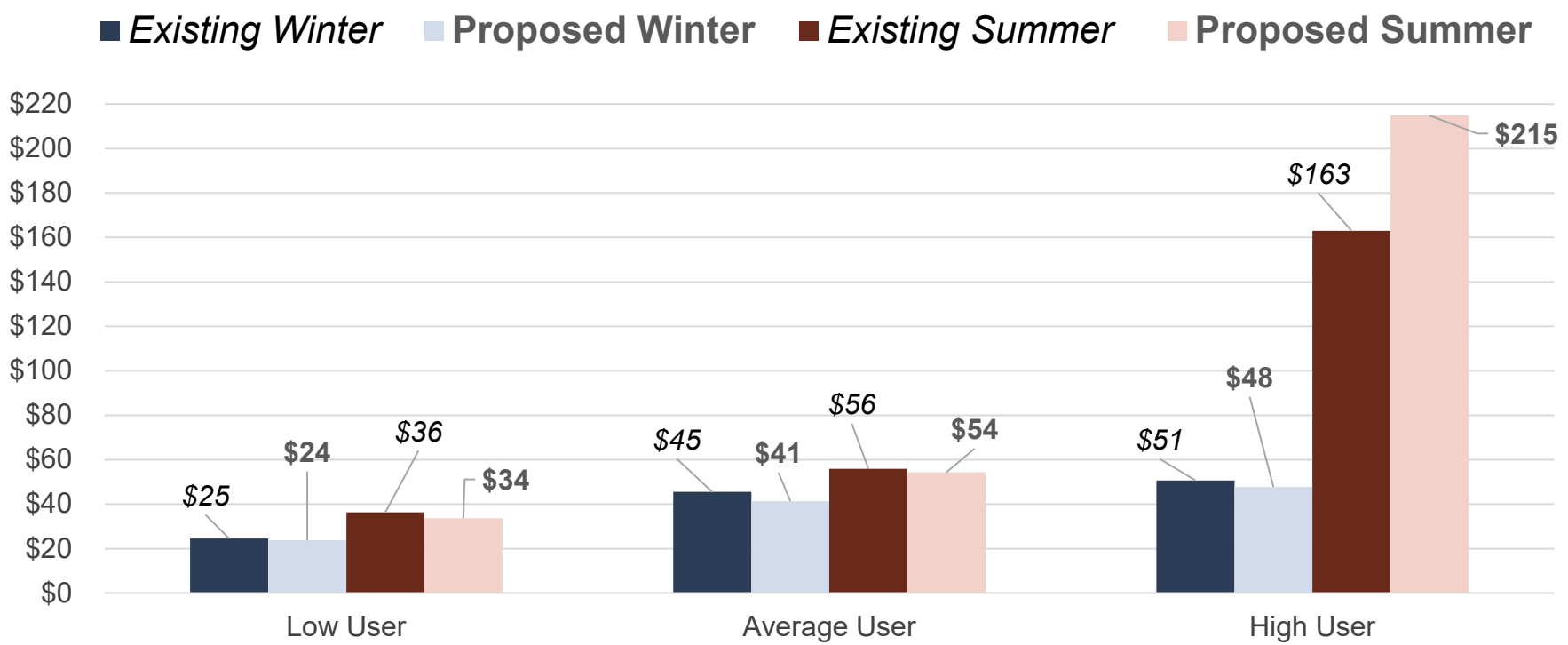
- Continues to be based on Meter Size

Volume Charge

- Usage tiers fixed throughout the year; simplifying bills
- Introduces a discounted 1st tier; further rewarding water conservation and increasing affordability for lifeline usage
- New 2nd tier incentivizes conservation

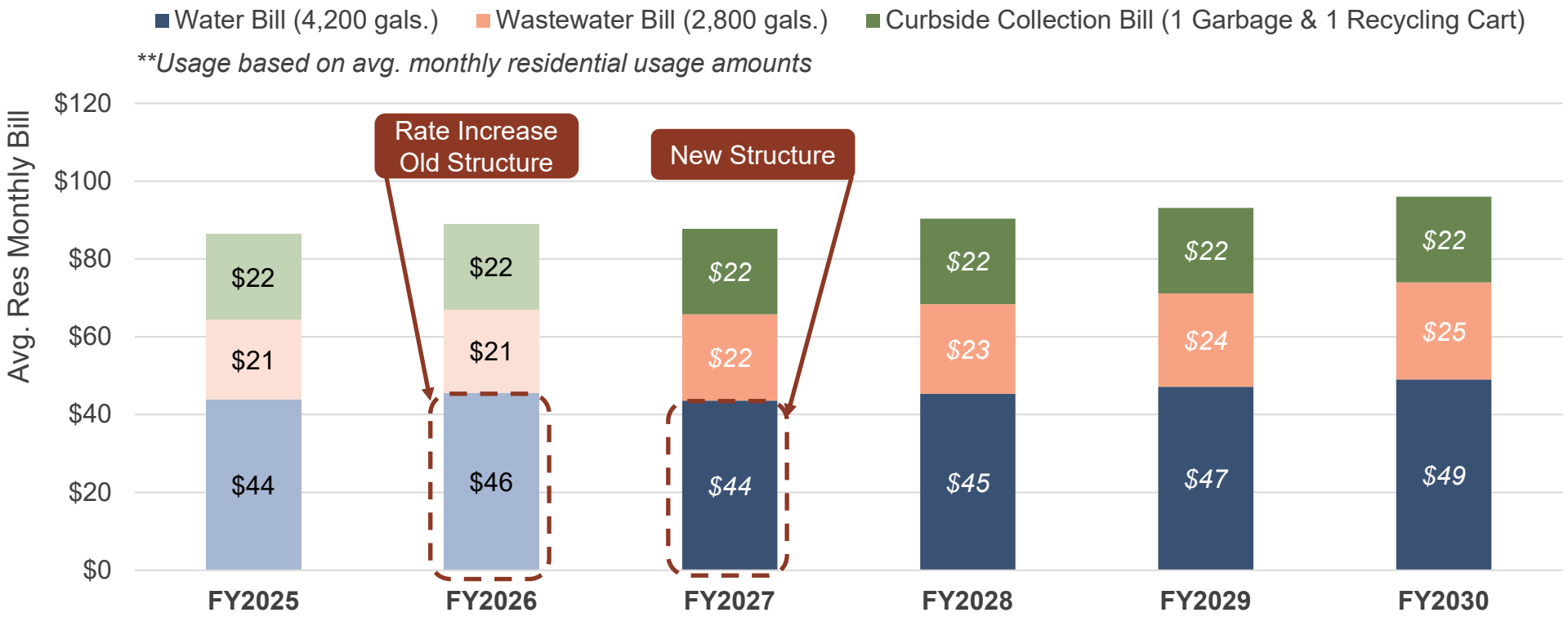


Projected Monthly Water Bill Comparison (5/8” or ¾” Meter)



	Low User	Average User	High User
Winter Usage	700 gallons	3,900 gallons	4,700 gallons
Summer Usage	2,500 gallons	5,500 gallons	13,300 gallons

Projected Typical Monthly Residential Bill: Utility Rates



	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Combined Existing	$87	$89	$92	$94	$97	$100
Combined Proposed	-	-	$88	$90	$93	$96
Water & WW Proposed	-	-	$66	$68	$71	$74

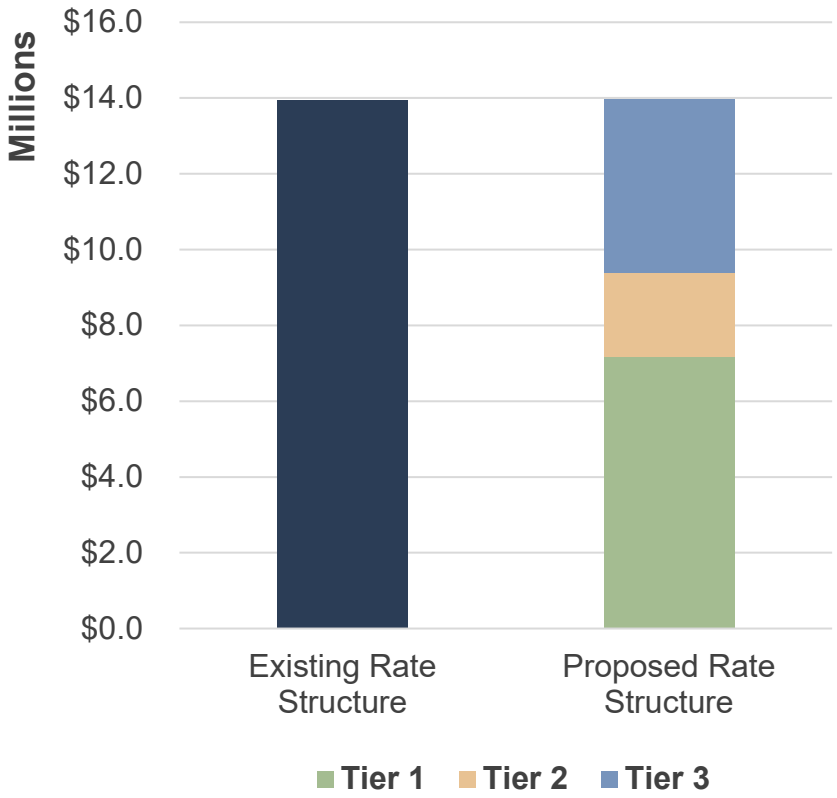
Thank you!

Questions?

JESSE ROACH PE PhD
Interim Public Utilities Department Director
City of Santa Fe
(505) 955-4309
jdroach@santafenm.gov| santafenm.gov/public-utilities

MELANIE HOBART
Project Manager
FCS, a Bowman Company
323 3rd Ave Suite 100, Longmont CO 80501
(303) 309-0369
melanie.hobart@bowman.com

Annual Volumetric Revenue Distribution Comparison



- Revenue Neutral: the proposed rate structure is designed to collect the same level of revenue as the existing structure
- 67% of total annual volumetric revenue projected to be recovered in tier 1 and tier 2 under the proposed structure
- Proposed structure increases the amount of revenue collected from the highest water users to offset bill reductions for lower users

Regular Meeting of the Public Works and Utilities Committee
November 3, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Carol Romero-Wirth at 5:00 PM, on Monday, November 3, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Lee Garcia
Councilor Alma Castro
Councilor Carol Romero-Wirth
Councilor Michael Garcia (was excused until he arrived).

MEMBERS EXCUSED
Councilor Amanda Chavez excused

OTHER PARTICIPANTS ATTENDING

3. Approval of Agenda

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to approve the agenda.

VOTE The motion Passed on roll call vote.

Councilor Alma Castro — yes
Councilor Lee Garcia — yes
Councilor Romero-Wirth — yes

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Castro, seconded by Councilor Garcia, to approve as Amend.

VOTE The motion on roll call vote.

Councilor Alma Castro — yes
Councilor Lee Garcia — yes
Councilor Romero-Wirth — yes

5. Public Comment

No public comment.

6. Presentations

a. Public Utilities Department Employee of the Month October 2025: Jennifer Perez, Account Specialist, Utility Billing. (Evangeline Tso-Olivas, Utility Billing Manager; eltso-olivas@santafenm.gov, and Nancy Jimenez, Utility Billing and Administrative Division Director; nljimenez@santafenm.gov)

b. Transit Achievements, Projects and Next Steps Report. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov and Andrew Baca, Interim Transit Director of Operations and Maintenance; ajbaca@santafenm.gov)

Councilor Michael Garcia arrived late at 5:09 at the start of the transit achievements presentation.

7. Action Items: Consent Agenda

Item 7.k was pulled by Councilor Michael Garcia.

a. Request for Approval of the October 20, 2025, Public Works and Utilities Committee Meeting Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025

Approved on Consent

b. Request for Approval of the 2023 Hazardous Mitigation Grant Program Sub-Grant Agreement DR-4652-0041-NM with the New Mexico Department of Homeland Security and Emergency Management for the Cerro Gordo Culvert Improvements Design Project in the Total Amount of $797,143.90 through May 14, 2028. (Kyle Morgan, Interim Director Office of Emergency Management; klmorgan@santafenm.gov.)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Appropriate $607,173 from the Grant and $189, 971 from Stormwater Utility Funds to WIP Design and Professional Contracts.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025

Governing Body: 11/12/2025

Approved on Consent

c. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3153 Improvements to the Genoveva Chavez Community Center in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Construction for Improvements to the Genoveva Chavez Community Center.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent

d. Request for Approval of a Budget Amendment Resolution (BAR) from Water and Wastewater Enterprise Cash Balances in the Total Amount of $176,549 to Fund Operator Certification Level-Based Retention Incentive Pilot Program. (Jonathan Montoya, Interim Water Division Director, jmmontoya@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent

e. Request for Approval of Amendment No. 1 to Small Enterprise Agreement Item #22-0583 with Environmental Systems Research Institute, Inc. to Increase the Compensation by $270,900 for a New Total of $435,900 and to Extend the Termination Date to December 31, 2028, to Support Citywide Mapping Needs for Public Works, 911 Addressing, City Events, Utilities, and Land Use. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov)

Committee Review:
Public Works and Utilities Committee 11/03/2025
Finance Committee 11/10/2025
Governing Body 11/12/2025

Approved on Consent

f. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Health Care Authority in the Total Amount of $833,228.51 to Facilitate an Inter-Governmental Transfer of Funds for the Purpose of Participation in the NM Ambulance Supplemental Payment Program through June 30, 2026. (Brian Moya, Fire Chief; bjmoya@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $833,228.51 from the MOA to Miscellaneous Expenses to Fund the Ambulance Supplemental Payment Program.

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent

g. Request for Approval of a Budget Amendment Resolution (BAR) to Increase Software Subscriptions, Equipment and Machinery and Employee Training/Tuition in the Total Amount of $100,000 from Grant Proceeds Awarded to the Fire Department from the State of New Mexico DOH and the EMS Fund Act Rules 7.27.4 NMAC. (Brian Moya, Fire Chief; bjmoya@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent

h. Request for Approval of a Lease Agreement with Wolf and Mermaid Enterprises, LLC to Operate the Kitchen in the Terminal at Santa Fe Regional Airport In the Total Amount of $10,600.50 for the First Year for an Initial Term of Five Years with Two Option Terms of Five Years Each. (Jimmy Gunn, Airport Manager; jdgunn@santafenm.gov, and Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent

i. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number I3319, Control Number C5243319, to Acquire Rights of Way for and to Plan, Design, Construct, and Improve the Intersection of Rufina Street and Lopez Lane. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent

j. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number J3296, Control Number C5253296, to Acquire Rights of Way for and to Plan, Design, and Construct Improvements to Rufina Street and Lopez Lane Intersection and Accepting Responsibility for the Project. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Approved on Consent

k. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Pilar Faulkner)
A Resolution Requiring a “Micro Community” in Every City of Santa Fe Council District by January 1, 2027, or, if that Timeline is Not Met, A Presentation explaining the Barriers to Meeting the Timeline and Recommending How and When the Goal of a Micro Community in Every District Can Be Achieved. (Henri Hammond-Paul, Community Health and Safety Department Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025

Quality of Life Committee: 10/01/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025 **(POSTPONED TO GOVERNING BODY 11/12/2025 AND REFERRED BACK TO COMMITTEES)**
Public Works and Utilities Committee: 11/03/2025
Quality of Life Committee: 11/05/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

Councilor Lee Garcia departed at 5:45pm

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to approve without recommendation.

VOTE The motion Passed on roll call vote.

Councilor Michael Garcia proposes an amendment (Amendment B):
Add language requiring the City Manager to present recommended locations to the Governing Body for approval.

Councilor Alma Castro — yes
Councilor Michael Garcia — yes
Councilor Romero-Wirth — no

Motion to advance the amendment passed without recommendation:

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Monday, December 1, 2025
14. Adjourn

Adjourned at 5:49

_____	_____
Liaison	Chair

CITY OF SANTA FE

The Purchasing Memo

Date: November 12, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, WW Division Director

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach
Jesse Roach (Nov 14, 2025 13:25:33 MST)

Subject: SKE Collection System On-Call Contract Amendment 1

Vendor Name: SKE Contractors, LLC

Munis Vendor Number: 10552

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 to Contract Number 3260111 with SKE Contractors, LLC for On Call Collection System Maintenance and Repair. Amendment #1 increases the amount of compensation, to allow completion of a total project scope requested of the contractor, by $600,000.00 for a total compensation of $1,681,875 in FY26, including GRT for a total contract amount of $4,927,500.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260111.

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Repair, Replacement, Extension, and Rehabilitation of Sewer Collection System Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations. This amendment will provide additional funds to complete a single project under this contract in FY26 to line a concrete gravity sewer main within San Francisco Street.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIO Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

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

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original contract
Amendment
BAR
Est task order
COI is current

Item #: _____
Munis Contract #: 3260111
Original Contract Item #: 25-0456
ITB #: 25119

CITY OF SANTA FE, PUBLIC UTILITIES DEPARTMENT
AMENDMENT No. 1 TO
Contract # 3260111

ON-CALL COLLECTION SYSTEM CONSTRUCTION SERVICES

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated September 29, 2025 (the "Contract"), between the City of Santa Fe (the "City") and SKE Contractors, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the On Call Collection System Construction Services.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $600,000.00 so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Price Agreement, including gross receipts tax and expenses, shall not exceed one million six hundred eighty one thousand eight hundred seventy five dollars ($1,681,875.00) for fiscal year 2026, and $1,081,875.00 for other fiscal years for a total of four million nine hundred twenty seven thousand five hundred dollars ($4,927,500.00) including gross receipts tax for the four (4) year term of this Contract.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108. Wage rates will be paid as set forth in Exhibit A.

D. 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:

Karl Eberhart
Karl Eberhart (Nov 11, 2025 09:02:15 CST)
_____
Karl Eberhart, President

DATE: Nov 11, 2025

NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Nov 12, 2025 08:18:26 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. 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 Utilities Department/Wastewater Management Division	Nov. 3, 2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On Call Collection System Wip Construction Services	5000375	572970		600,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 600,000	$ -

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

To transfer monies to Wip construction for SKE. Please add when posting SKE/collections or SKE/Coll

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
Fund 500	(600,000)
TOTAL:	**(600,000)**

P. Fred Heerbrndt, P.E. 11/3/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Jesse Roach
Jesse Roach (Nov 14, 2025 13:25:33 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 11/19/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

The Purchasing Memo

Date: August 13, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Management Division Director

Via: Jesse Roach, Interim Public Utilities Director

Subject: On-Call Collection System Construction Contract

Vendor Name: SKE Contractors, LLC

Munis Vendor Number: 10552

ITEM AND ISSUE:

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

Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $1,081,875.00 for Fiscal year 2026 from the Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260111

BACKGROUND AND SUMMARY:

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 08/19/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

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

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

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Certificate of Liability Insurance (COI)
On Call Construction Contract

Rate Sheet

Item #: 25-0456
Munis Contract #: 3260111
ITB #: 25119

CITY OF SANTA FE

CONSTRUCTION PRICE AGREEMENT

ON-CALL COLLECTION SYSTEM CONSTRUCTION SERVICES

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

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

The Division shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.
The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

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

Wage Rates:

All work covered by this Price Agreement shall be in accordance with applicable City and State laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us . The Division will request a wage rate determination from the DWS for each project that is $60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The Division may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Other:

All work shall be in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ). All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards.

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

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of submittal data on the proposed equipment or material and shall be reviewed and approved by the Division.

The requesting entity reserves the right to purchase materials or specialty services directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Division reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The Division reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the Division feel it is in its best interest to provide these extraordinary security services.

The Division reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a Price Agreement shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Division shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the Division in connection with the performance of the work covered by this price Agreement.
All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if

required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.
Subcontracting of work is allowed and shall have prior approval by the Division. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Price Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the Department.
Furnishing of submittal data for any/all new equipment and materials as well as O&M' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Division to not interfere with the daily operations of the Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Division.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. The Division's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Division's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Division.

Task Order:

The Contractor shall be required to provide On-Call Construction Services for any number of the activities listed under Scope of Work upon the request of the Division. When a service is identified, the Division shall provide, at a minimum, a detailed scope of work and/or drawings defining work

required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the Division's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) sub-contractors list (including subcontractor's CID licenses) and cost summary to include the work to be performed, sub-contractors cost and the amount of time required for the completion of the project and submit to the Division at no cost to the Division. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. The Division's standards will be discussed and taken into consideration when proposing replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Division. Preventative measures shall be taken by both the contractor and the Division prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Other Construction Related Terms and Conditions:

Mediation:

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

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
B. The Contractor shall provide and maintain an inspection system acceptable to the Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Division during the term of performance of the Work and for as long thereafter as required.
C. The Division has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Division shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.
D. If the Division performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services does not conform with the requirements, the Division may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Division may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Division may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Division that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

Suspension, Delay or Interruption of Work:

The Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Division may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Price Agreement Price.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for

proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Division upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and requesting entity as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Division's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Division.
C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
D. The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The Division may request copies at any time. The reports may include:
    1. report date and who prepared the report;
    2. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
    3. companies present by name and their number of workers, work location, total man hours that day for each company;
    4. equipment-type, source, units of work done, location of work, hour meter reading;
    5. material brought to site-description, units, quantity, quality, location, time;
    6. visitors to site -name, company, time;
    7. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
    8. quality assurance and control -company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Division a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Price Agreement Documents.

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

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Price Agreement Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to the Division;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by the Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Division;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
i. Start-up of any new equipment and training of staff on all new equipment;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AlA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the Division warranties of replaced roofs and equipment offered by the manufacturer.

Bid information:

Hourly rates are requested for the three (3) levels of personnel.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:

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

The City of Santa Fe requires that all materials shall be new and of the highest quality and at the

best attainable price available for the type of work being performed.

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

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 008 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

2. **Compensation**

A. The total amount payable to the Contractor under this Price Agreement, including gross receipts tax and expenses, shall not exceed one million dollars eighty one thousand eight hundred seventy five dollars ($1,081,875.00) per fiscal year, for a total of four million three hundred twenty seven thousand five hundred dollars ($4,327,500.00) including gross receipts tax for the four (4) year term of this Contract. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108. Wage rates will be paid as set forth in Exhibit A.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

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

3. Term

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This price agreement shall terminate **four (4) years from the date of final signature**.

4. Termination

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

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Price Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Price Agreement, the Contractor is suspended or debarred by the City; or (iii) the Price Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Price Agreement.

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

5. Appropriations

The terms of this Price Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Price Agreement. If sufficient appropriations and authorization are not made by the Governing Body, this Price Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Price Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Price Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue

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

7. Construction Price Agreement **Performance and Payment Bond**

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

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

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Change Orders

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

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

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

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

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

16. Merger

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

All terms and conditions of the **ITB #25119 – On-Call Collection System Construction Services,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

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

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

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

22. Records and Financial Audit

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

23. Indemnification

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

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Price Agreement

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

27. Notices

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

To the City: Gilbert Rodriguez
73 Paseo Real
Santa Fe, NM 87507

To the Contractor: Brent Costlow
44 Coyote Mountain Rd.
Santa Fe, NM 87507

28. Authority

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

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Price Agreement sum to the Contractor as provided in the Price Agreement documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Price Agreement Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Price Agreement sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Price Agreement sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Price Agreement documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Price Agreement sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Price Agreement document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Price Agreement has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. General and Special Provisions

A. Terms used in this Price Agreement which are defined in the Conditions of the Price Agreement shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Price Agreement for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Price Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Price Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Price Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

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

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

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

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

L. Relationship of Price Agreement Documents. The Price Agreement Documents are complementary, and any requirement of one Price Agreement Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

Alan Webber (Sep 29, 2025 16:14:51 MDT)

ALAN WEBBER, MAYOR

DATE: 09/29/2025

CONTRACTOR:

Karl W. Eberhart

Karl W. Eberhart (Aug 12, 2025 12:33:23 CDT)

Karl Eberhart, President

DATE: Aug 12, 2025

NMBTIN#: _____

ATTEST:

ANDREA SALAZAR (Sep 29, 2025 16:18:13 MDT)

ANDRÉA SALAZAR, CITY CLERK

GB MTG 09-24-25

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 12, 2025 13:07:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

Santa Fe sewer maintanence bid sheet

Bidder Instructions: *(Replace Department Instructions, prior to ITB release. Be sure to check row height to ensure the entire instructions are displayed.)*

Items - Bidders do not have the ability to add or delete items.

Approx. Qty. - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.

UOM (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may be provided in the Comments.

Article and Description - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in the

Unit Price - Bidders must provide pricing that conforms with the identified Unit Price.

Comments - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the items, including variations in pricing for an item, are not permitted. Any comments that do not conform to the requirements in the ITB or on this form will be disregarded, and will not be included in the resulting award, if bidder is awarded.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000.00		
1	1	Hourly	Superintendent – Regular Hourly Rate	$89.00	
2	1	Hourly	Superintendent – Overtime Hourly Rate	$133.50	
3	1	Hourly	Journeyman or expirenced worker – Regular Hourly	$49.00	
4	1	Hourly	Journeyman or experienced worker – Overtime	$73.50	
5	1	Hourly	Laborer – Regular Hourly Rate	$45.00	
6	1	Hourly	Laborer – Overtime Hourly Rate	$67.50	
			Wage Rates for Projects Over $60,000.00		
7	1	Hourly	Superintendent – Regular Hourly Rate	$85.00	
8	1	Hourly	Superintendent – Overtime Hourly Rate	$127.50	
9	1	Hourly	Journeyman or expirienced worker – Regular Hourly	$45.00	
10	1	Hourly	Journeyman or expirienced worker – Overtime Hourly	$67.50	
11	1	Hourly	Laborer – Regular Hourly Rate	$40.00	
12	1	Hourly	Laborer – Overtime Hourly Rate	$60.00	
			Wage Rates for Emergency Response		
13	1	Hourly	Superintendent – Regular Hourly Rate	$95.00	
14	1	Hourly	Superintendent – Overtime Hourly Rate	$142.50	
15	1	Hourly	Journeyman or expirienced worker – Regular Hourly	$54.00	
16	1	Hourly	Journeyman or expirienced worker – Overtime Hourly	81	
17	1	Hourly	Laborer – Regular Hourly Rate	48	
18	1	Hourly	Laborer – Overtime Hourly Rate	$72.00	
			Other Rates		
19	1	Daily	Sanitary/toilet facilities, rental rates	$35.00	
20	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	0.70	
21	1	Disc	Discount off parts	0%	

Outlook

RE: Collection System On Call Construction

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

Greetings,

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

Please note:

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

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

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

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

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

Regards,

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

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

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

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

CITY OF SANTA FE
FINANCE

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

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

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

Collection System On Call Construction

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

The Division shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

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

Wage Rates:

All work covered by this Price Agreement shall be in accordance with applicable City and State laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us . The Division will request a wage rate determination from the DWS for each project that is $60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The Division may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

Other:

All work shall be in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards.

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

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of submittal data on the proposed equipment or material and shall be reviewed and approved by the Division.

The requesting entity reserves the right to purchase materials or specialty services directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Division reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The Division reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should the Division feel it is in its best interest to provide these extraordinary security services.

The Division reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in §60-13-12, NMSA 1978.

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Division shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property of the Division in connection with the performance of the work covered by this price Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Subcontracting of work is allowed and shall have prior approval by the Division. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Price Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the Department.

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

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Division to not interfere with the daily operations of the Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Division.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. The Division's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

B. The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Division's satisfaction.

C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

D. Storage of materials and construction equipment shall be coordinated with the Division.

Task Order:

The Contractor shall be required to provide On-Call Construction Services for any number of the activities listed under Scope of Work upon the request of the Division. When a service is identified, the Division shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the Division's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) sub-contractors list (including subcontractor's CID licenses) and cost summary to include the work to be performed, sub-contractors cost and the amount of time required for the completion of the project and submit to the Division at no cost to the Division. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. The Division's standards will be discussed and taken into consideration when proposing replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Division. Preventative measures shall be taken by both the contractor and the Division prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Other Construction Related Terms and Conditions:

Mediation:

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

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Division during the term of performance of the Work and for as long thereafter as required.

C. The Division has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Division shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.

D. If the Division performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements, the Division may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Division may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
(2) reduce the Purchase Order price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Division may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Division that is directly related to the performance of such service; or
(2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE REQUESTING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Division may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Division upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and requesting entity as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Division's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Division.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The Division may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment-type, source, units of work done, location of work, hour meter reading;
5. material brought to site-description, units, quantity, quality, location, time;
6. visitors to site -name, company, time;
7. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
8. quality assurance and control -company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Division a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

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

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to the Division;

d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by the Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Division;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
i. Start-up of any new equipment and training of staff on all new equipment;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the Division warranties of replaced roofs and equipment offered by the manufacturer.

Bid information:

Hourly rates are requested for the three (3) levels of personnel.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:

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

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

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

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 016 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

P. Fred Heerbrandt, P.E.

Engineer Supervisor Wastewater

City of Santa Fe

505-955-4623

pfheerbrandt@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	8/5/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970	n/a	$ 1,081,875	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,081,875	$ -

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

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

ON-CALL NO PL#

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(1,081,875)
TOTAL:	**(1,081,875)**

Linda MacAllister 8/5/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 08/19/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	**CONTACT NAME:** Sarah Sowinski **PHONE (A/C, No, Ext):** 281-990-6051 **FAX (A/C, No):** 281-990-6052 **E-MAIL ADDRESS:** ssowinski@Higginbotham.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : The Charter Oak Fire Insurance — 25615
INSURED SKECO SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	**INSURER B :** The Travelers Indemnity Co of America — 25666
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 300813630 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CO-B0617015	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA-B061821A	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine Ded. $2,500			CO-B0617015	5/1/2025	5/1/2026	Scheduled Equip. Rented/Leased Equip. Install Floater/Ded.	On File $250,000 $250,000/$1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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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Signature:

Email: xivigil@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: August 22, 2025

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

From: Jerome Martinez, Parking Division Administrative Manager JM

Via: Regina Wheeler, Public Works Director RW
RW (Aug 25, 2025 13:00:33 MDT)

Steve Kaspan, Parking Division Director Steve Kaspan
Steve Kaspan (Aug 22, 2025 15:38:25 MDT)

Subject: Parking Meter Equipment and Service of Single-Spaced Parking Meters

Vendor Name: IPS Group Incorporated

Munis Vendor Number: 3785

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to General Services Contract Item #23-0062 with IPS Group Inc for a New Not to Exceed Total Amount of $1,346,607.14 Including NMGRT and Extending the Termination Date to November 21, 2029. Steve Kaspan, Parking Division Director, Spkaspan@santafenm.gov

CONTRACT NUMBER:

The FY23 Munis contract number is 3203767.

BACKGROUND AND SUMMARY:

This General Services Contract Amendment will allow the continuation of service for single-space parking meters, including related equipment and the system management to operate the meters. This contract is a cooperative purchase based on NCPA contract #05-36 for Single-space Parking Meters and Management System. This amendment will extend these services for an additional three years.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 535 Parking Fund

Munis Org Name/Number: Parking Administration/ 5350451

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: CFM for AJH
CFM for AJH (Nov 3, 2025 13:21:19 MST) **Date:** 11/03/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The existing contract 3203767 expires on November 21, 2026.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/04/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Contract Amendment
CPO Service Determination Email
Vendor's Quote
General Services Contract
Original contract packet
Certificate of Liability Insurance (COI)

Item# _____
Munis Contract#3203767_____
Original Contract Item# 23-0062_____
NCPA #: 05-36_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0062

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated February 27, 2023 (the "Contract"), between the City of Santa Fe (the "City") and IPS Group Incorporated. (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 parking meter equipment and service of single-spaced parking meters, related equipment, and the system management to operate the meters. The services under the Contract include management of parking meter software and Contractor's servers, an online management system, which will provide the Parking Division with real-time information on payments, meter malfunctions, updates and upgrades, meter configuration and programming, and credit card transactions and fees.

B. Pursuant to Article 2 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 2 of the Contract is amended to add a Section B to read as follows:

B. The Contractor shall perform the following as described in Exhibit "C" attached hereto:

1) Provide ongoing support for credit card payments made by parking customers on Single Space

Parking Meters.

2) Provide ongoing support for Monthly Management System Fees for Single Space Parking Meters.

3) Provide replacement MK5 Refurbished Meters under Annual Spare Parts Budget.

2. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of $543,600 so that the following is added after the current list of Deliverable Items and the last sentence of Article 3 is amended as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and identified in the attached Exhibit "C".

Deliverable Item:	U/I (unit of issue)	Price One Year Total	Price Three Year Total
Credit Card Transaction Fee for Single Space Parking Meters	1150	$72,000.00	$216,000.00
Monthly Management System Fee for Single Space Parking Meters	1150	$79,200.00	$237,600.00
Annual Spare Parts Budget	3	$30,000.00	$90,000.00

The total compensation under this agreement shall not exceed $1,346,607.14 including New Mexico gross receipts tax.

3. TERM:

Article 5 of the Contract is hereby deleted in its entirety and the following Article 5 is substituted in its place:

This Contract shall be effective when signed by the City and shall terminate on November 21, 2029.

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
IPS Group Incorporated

_____
BRIAN WEBBER, GENERAL COUNSEL

DATE: 07-31-2025
CRS# 03279538003

Registration # 291725

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 21, 2025 16:41:14 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

EXHIBIT C

QUOTE

Date: 03/18/25
Sales Quote #:
Customer ID:

IPS Group, Inc.
7737 Kenamar Ct
San Diego CA 92121
Patrick Smith
609-513-6383
patrick.smith@ipsgroupinc.com

City of Santa Fe, NM

Salesperson	Contract	Payment Terms	Due Date
PS			

Shipping Method	Shipping Terms	Delivery Date

QTY	ITEM #	DESCRIPTION	One-Year Total	3-Year Total
1150	CC FEE	Credit Card Transaction Fee for Single Space Parking Meters	$ 72,000.00	$ 216,000.00
1150	MNTHLY FEE	Monthly Management System Fee for Single Space Parking Meters	$ 79,200.00	$ 237,600.00
3	SPARE	Annual Spare Parts Budget	$ 30,000.00	$ 90,000.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal	$ 543,600.00
			Sales Tax	
			Total	$ 543,600.00

NOTE: Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outline above. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer

To accept this quote please sign:_____

Purchase Order:_____

Any additional costs for permitting/tax will be added to the final invoice cost

THANK YOU FOR YOUR BUSINESS!

IPS Group Inc.
IPS Group Holding : IPS Group : IPS Group Inc.
Shipping Report daily (OP)
July 30, 2025 - July 30, 2025

ADDRESSEE	STREET ADDRESS	CITY	STATE	ZIP CODE	WEIGHT	SHIPPING METHOD	ORDER TYPE	ORDER #	EMAIL	PHONE NUMBER	LOCATION	CLASS: NAME
City of Los Angeles	555 Ramirez St, Space 100 Room 5	Los Angeles	CA	90012	851.00	AGX - Freight	Sales Order	SO27486	gsd.centralinvs@lacity.org	(213) 473-8270	Kenamar Bldg 1	Spares
City of Los Angeles	555 Ramirez St, Space 100 Room 5	Los Angeles	CA	90012	3,555.00	AGX - Freight	Sales Order	SO27745	gsd.centralinvs@lacity.org	(213) 473-8270	Kenamar Bldg 1	Purchase
City of Los Angeles	555 Ramirez St, Space 100 Room 5	Los Angeles	CA	90012	13,766.00	AGX - Freight	Sales Order	SO28047	gsd.centralinvs@lacity.org	(213) 473-8270	Kenamar Bldg 1	Purchase

Contract Amendment - IPS - Final

Final Audit Report 2025-08-21

Created:	2025-08-21
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGjM-5H3GzWPfZ8-stGxkBCxMb0LNfXhG

"Contract Amendment - IPS - Final" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-08-21 - 9:51:33 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-08-21 - 9:52:05 PM GMT

Email viewed by klnault@santafenm.gov
2025-08-21 - 10:40:35 PM GMT- IP address: 172.58.167.250

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-08-21 - 10:41:12 PM GMT- IP address: 172.58.167.250

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-08-21 - 10:41:14 PM GMT - Time Source: server- IP address: 172.58.167.250

Agreement completed.
2025-08-21 - 10:41:14 PM GMT

Powered by Adobe Acrobat Sign

CORDERO, ANDREW C.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, April 9, 2025 5:59 PM
To: CORDERO, ANDREW C.; Purchasing DET
Subject: RE: Determination Request for Type of Service

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 - grants@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov_

  -Emergency Related Purchases - bgwilliams@santafenm.gov

  -Asset over $5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.

- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

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

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

Book time to meet with me

Regards,

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

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

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

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

---

From: CORDERO, ANDREW C. <accordero@santafenm.gov>
Sent: Tuesday, April 8, 2025 3:33 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination Request for Type of Service

We are requesting a written determination for this quote which will be used to amend the current contract.

Scope of work:

Provide the parking meter equipment and service of single-spaced parking meters, related equipment, and the system management to operate the meters as follows:

1) Provide ongoing support for Credit Card Transaction Fees for Single Space Parking Meters.
2) Provide ongoing support for Monthly Management System Fees for Single Space Parking Meters.
3) Provide replacement MK5 Refurbished Meters under Annual Spare Parts Budget.

Deliverable Item:	U/I (unit of issue)	Price One Year Total	Price Three Year Total
Credit Card Transaction Fee for Single Space Parking Meters	1150	$72,000.00	$216,000.00
Monthly Management System Fee for Single Space Parking Meters	1150	$79,200.00	$237,600.00
Annual Spare Parts Budget	3	$30,000.00	$90,000.00

Thanks,

Andrew Cordero
Contracts Admin – City of Santa Fe Parking

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

Item# **23-0062**
Munis Contract#3203767

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **IPS Group Incorporated**, herein after referred to as the "Contractor."

The purpose of this agreement is to purchase Parking Meter Equipment and Services for the installation and service of single-spaced parking meters, related equipment, and the system management to operate the meters. The service under this agreement includes management of parking meter software and IPS Group's servers, an online management system, which will provide the Parking Division with real-time information on payments, meter malfunctions, updates and upgrades, meter configuration and programming, and credit card transactions and fees.

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. You" and "your" refers to **IPS Group Incorporated** "We." "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following and as described in Exhibit "A" attached hereto:

1) Provide 600 MK5 Refurbished Meters and assist in the installation to existing parking meter poles.
2) Provide ongoing Data Management Fees for 1,082 meters.
3) Provide ongoing support for Credit Card Transactions.
4) Onsite Installation.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and identified in the attached Exhibit "A".

Deliverable item: U/I (unit of issue) Price

01 $ 144,000.00 for 600 MK5 Model 895 SSPM Meters.
02 $49,920.00 - 208 MK5 Model 895 SSPM Meters purchased and installed next fiscal year
03 $324,600 Data Management Fee (estimated cost for four years based on 1082 active meters annually)
04 $210,600.00 credit card transaction fees (based on 405,000 transactions for four years)
05 $5,700.00 – Onsite Installation
06 $5,698.48 - Freight

The total compensation under this Agreement shall not exceed $803,007.14 including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. 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 11/21/2026 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.

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. The single space parking meters sold in terms of this Agreement are certified refurbished meters.

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:
City of Santa Fe Parking Division
500 Market Station, Ste 200
Santa Fe, NM 87504

To the Contractor:
IPS Group INC
DBA IPS Group Inc
7737 Kenamar Crt.,
San Diego CA 92121
Ref: Chad Randall

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: Feb 27, 2023

CONTRACTOR:
IPS Group Inc.

BRIAN WEBBER

General Counsel

DATE: 02-06-2023
CRS#03279538006

Registration # 291725

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 02/22/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 2, 2023 15:09 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 27, 2023 18:03 MST)

EMILY OSTER, FINANCE DIRECTOR

5350452/510310

ITEM # 18-1266

AGREEMENT TO PURCHASE PARKING METER EQUIPMENT AND RELATED SERVICES

This Agreement To Purchase Parking Meter Equipment And Related Services ("Agreement") is made effective retro-actively to March 21, 2018 (the "Effective Date"), by and between the City of Santa Fe, NM, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of New Mexico with the power to carry on its business as it is now being conducted under the statutes of the State of New Mexico and the Charter of the City of Santa Fe.

B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. In addition IPS is authorized to and conducts business in the State of New Mexico. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").

C City seeks to continue using the IPS smart parking meters system for use by the City's Parking Operations pursuant to the terms and conditions of this contract.

D. IPS has duly performed all prior work for the City regarding parking meters and related services, pursuant to the prior contract, and there are no known claims related to the prior contract. As this contract shall now replace any and all prior contract(s), and to prevent any doubt, the City waives any and all claims, which it has or may have against the IPS arising out of or in connection with the IPS's execution of the prior contract.

E. City and IPS desire to enter into this Agreement for IPS to provide continuing services of the single space parking meters and related equipment (the "Equipment") in conjunction with the IPS Data Management System (DMS) (collectively, "IPS Equipment and Software") to the City upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term of Agreement.**

1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of three (3) years ("Initial Term").

1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for 2 additional one (1) year increments, for a total period not to exceed five (5) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

2. **IPS Services.**

2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.

3. **City Services & Responsibilities.** The City agrees to:

3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.

3.2. Designate a representative authorized to act on behalf of the City.

3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.

3.4. Notify IPS of any need for warranty repair work and coordinate the return process with IPS.

3.5 Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.

3.6. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws.

3.7. Use the Equipment in the proper manner and comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of such equipment.

3.8. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

4. **Equipment Delivery and Installation.**

4.1 When ordered, IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.

4.2 Coordinated installation of all Equipment will take place during standard business hours.

4.3 City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. **Compensation**

5.1 The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment B.

5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.

5.3. Notwithstanding anything to the contrary stated elsewhere, payment for the Equipment shall be due and paid upon delivery of each batch of Equipment (if part deliveries are permitted in the Agreement) to the City.

5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.

5.5. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing.

5.6. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After this initial period, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

6. Risk and Title.

6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.

7. Warranties.

7.1 IPS shall provide a limited 12-month warranty on all newly purchased Equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.

7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.

7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.

7.4. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

8. Intellectual Property and Confidential Information.

8.1 IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.

8.2. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City for the specific purposes of this Agreement.

8.3. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.

8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.

8.5. The provisions of this Section will survive expiration or termination of this Agreement.

9. Dispute Resolution.

9.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

10. Termination of Agreement.

10.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

11. Insurance.

11.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

11.2. Commercial General Liability.

11.2.1. Minimum Limits: IPS shall obtain minimum limits of $1,000,000.00 each occurrence for bodily injury and property damage, $1,000,000.00 general aggregate, $1,000,000.00 products/completed operations aggregate, and $1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

11.2.2. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

11.3. Automobile Liability, including bodily injury and property damage coverage.

11.3.1. Minimum Limits: IPS shall obtain minimum limits of $2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

11.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

11.4.1. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.

11.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least $1,000,000.00 each accident, $1,000,000.00 disease policy limit and $1,000,000.00 disease each employee.

11.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than $2,000,000.00 per claim. Coverage may be written on a claims made basis.

11.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non payment of premium.

11.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

12. Defense and Indemnification.

12.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPSs breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties nor for any Losses arising directly or indirectly caused by acts of vandalism.

12.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City, (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.

12.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.

12.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.

12.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR

OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE CONTRACT VALUE OR THE INSURANCE LIMITS AS SET FORTH IN THIS AGREEMENT.

13. Liens and Taxes.

13.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

14. Notices.

14.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

City:
City of Santa Fe Parking Division
500 Market St. Suite 200
Santa Fe, NM 87501
Attn: Sara Smith
sjsmith@ci.santa-fe.nm.gov
tel: 505-955-6674

15. Relationship of the Parties and Third Party Beneficiaries.

15.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. Assignment.

16.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

16.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or

indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

17. General Provisions.

17.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

17.2. Non-Discrimination. During the term of this Agreement, IPS shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by IPS hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status or as applicable by law.

17.3. Records. IPS shall maintain, throughout the term of the Agreement and for a period of three years thereafter, detailed records of services rendered and payments received. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17.4. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

17.5. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.

17.6. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

17.7. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of New Mexico, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations of the City of Santa Fe.

17.8. Venue and Jurisdiction. The City and IPS agree that the venue shall be in New Mexico. Any action arising out of this Agreement may only be brought in either a federal to state court of competent jurisdiction, as appropriate, in New Mexico. The parties agree that venue exists in either court. Any action or suite commended in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

17.9. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitles to terminate this Agreement without being liable for any claim from the other party.

17.10. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

17.11. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority

17.12. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.

17.13. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.

17.14. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

17.15. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

18. Termination.

18.1. This Agreement may be terminated by the City upon 30 days written notice.

19. New Mexico Tort Claims Act.

19.1. Any liability incurred by the 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. 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.

20. Appropriations.

20.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CITY, this Agreement shall terminate upon written notice being given by the CITY to IPS. The CITY's decision as to whether sufficient appropriations are available shall be accepted by IPS and shall be final.

21. Release.

21.1. IPS, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. IPS agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY unless IPS has express written authority to do so, and then only within the strict limits of that authority.

22. Third Party Beneficiaries.

22.1. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CITY and the IPS. 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.

23. **Severability.**

23.1. 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.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA FE

By: _____
ALAN WEBBER, MAYOR

IPS GROUP, INC.,
a Pennsylvania Corporation

By: _____
CHAD P. RANDALL
CHIEF OPERATING OFFICER

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10/31/18

IPS CRS # 13-279538-CC-G
Business License # 18-00123189

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY 9/6

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR AM

52154.~~561750~~ 5.3317
Business Unit / Line Item

ATTACHMENT A

SCOPE OF SERVICES

M3™ or M5™ Single-Space Meter

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience which is more cost effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter. IPS smart meters offer multiple payment options (credit/debit card, optional contactless payment on M5™, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web based management system.

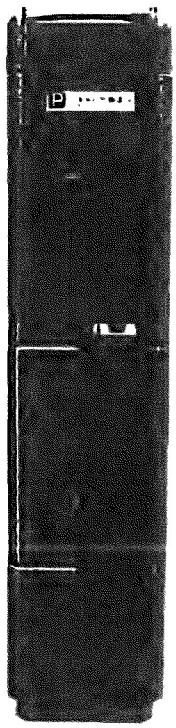
Primary Features/Benefits:

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read buttons for intuitive payment navigation—rated at more than 250,000 cycles
- LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow - M5 only)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations
- (M5 meter version pictured here)

MS1™ Pay Station

The MS1™ pay station is the latest generation of unattended payment systems from IPS Group. The MS1™ incorporates the unique features of the Proven™ IPS single-space platform, while offering customer focused features such as IntelliTouch™ transaction processing. The MS1™ features robust hardware design, which includes a stainless steel cabinet and scratch-resistant armored glass.

Primary Features/Benefits:



- **Flexibility:** The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- **Customization:** Configurable buttons available for help screens, alternative languages, max time, and more.
- **Guaranteed Quality:** High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Interface:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order. The MS1™ will then guide them through the transaction
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.

Revolution™ Upgrade Kits

The IPS Revolution™ Retrofit Kits are designed to retrofit outdated multi-space meter technology with IPS state-of-the-art parts. Installation will be seamless and will maximize the City's existing hardware while providing enhanced payment options and allowing integration with the IPS backed Data Management System (DMS).

Primary Features/Benefits:

- **Flexibility:** The upgrade kits are available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required to support the different modes.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panels and combination battery packs to maximize ongoing power.
- **Customization:** Configurable buttons include help screens, alternative languages, max time, and more.
- **Improved Visibility:** LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Features:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order after which the pay station will guide them through the transaction.
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to the Data Management System (DMS).
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.
- *NOTE: Upgrade kit for Digital Luke I pictured here. Other makes and models are available.*

Vehicle Detection Sensors

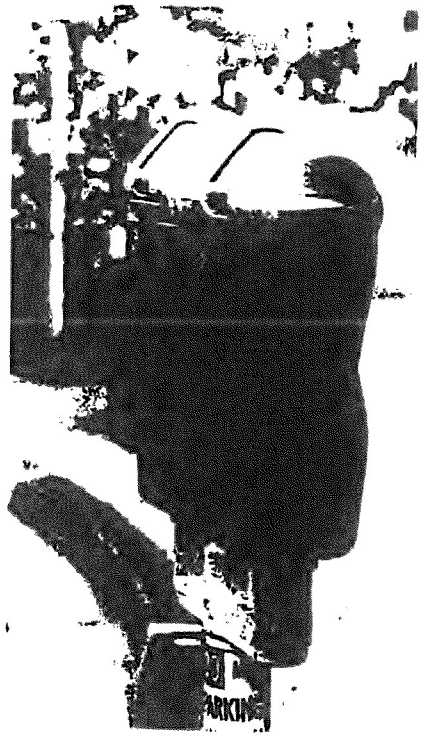
IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing.

Benefits of IPS Sensors

- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.

Dome Mount (M5 only)

- Non-intrusive installation—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required



In Ground (M3 or M5)

- Underground sensor contains both power source and antenna for a completely wireless solution
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Pole Mount (M5 only)

- Non-intrusive installation—sensor is mounted on the meter pole
- Easy access for maintenance and/or replacement
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Data Management System

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time.

REPORTING & ANALYTICS

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal "what-if" scenarios. With these fully integrated tools, customers can better manage the financial aspects of the Park's parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

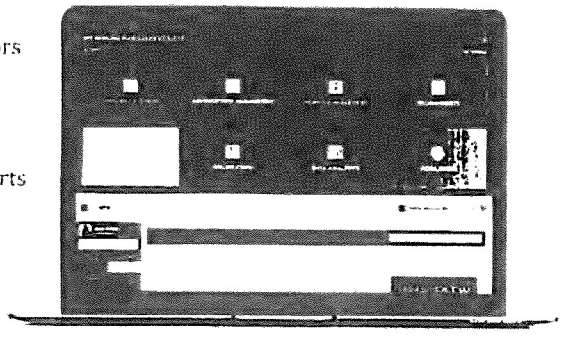
SEAMLESS INTEGRATION

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/ configurations to the Park's meters.

- Hardware requirements: IPS provides a hosted DMS; there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service, such as cable or DSL access.
- Operating system software requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- Browser requirements: Any current internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

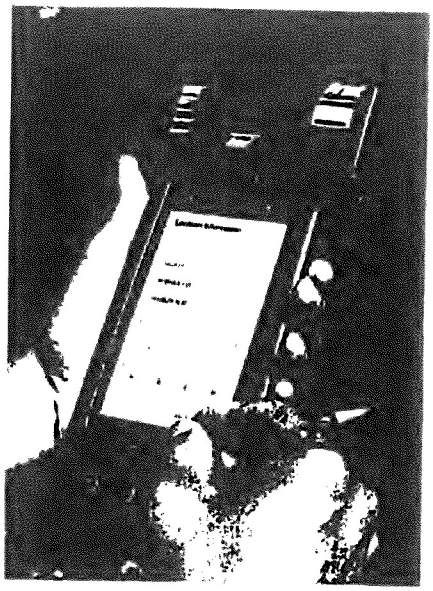
PRIMARY FEATURES

- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS



CITATION ISSUANCE

The Mobile Enforcement Solution from IPS Group is an easy-to-use handheld citation writer that ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. An officer can easily look up citation history, and once issued, citation information is transferred to a back office system for processing in real-time.



While lightweight and portable, the N5 Print citation writer is also rugged for heavy-duty use, and can withstand extreme weather conditions such as rain, sleet, and snow, and is mud-resistant (an IP65 rating; Operating temps tested to MIL-STD 810F -20° to + 50° C). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.

The Enforcement Solution is compatible with all Android devices and printer configurations. All features listed below are included:

Features at-a-glance

- Real-time syncing to secure/encrypted web services
- Scofflaw and customized notifications
- Customizable user dashboard
- High contrast easy-to-read screen – even in harsh daylight conditions
- Issuance and heat mapping
- Type-ahead field input
- Automatically populate fields
- LPR function
- E-chalking for timed parking
- GPS and color images
- 2mp 1080p @3fps color imager
- Automatic software updates
- Compatible with the latest Android operating system

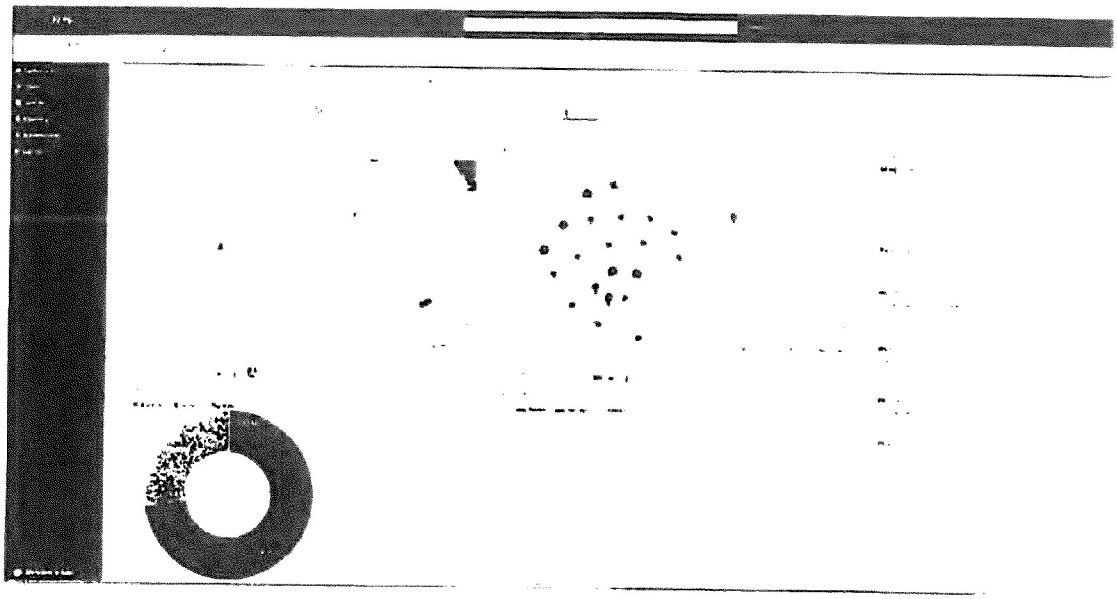
Enforcement Management System

The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle. An officer can monitor the citation processing status from the application, including collections and communication with citizens. Officers also have the ability to void a ticket in the field if necessary through EMS without incurring a cost per citation. The application also offers reporting capabilities for officers to generate monthly or on-demand reports.

Officers can easily obtain high-level citation summaries and additional information on cases including photos, notices and letters; and adjudications and voids. The Enforcement Management System also interfaces with the California DMV and NLETS (the National Law Enforcement Telecommunications Service) via highly secured and encrypted communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

Features at-a-glance

- Integration with third-party parking services (pay stations, license-plate recognition technology (LPR), pay-by-phone applications)
- Cross-compatible interface across all operating systems and devices
- Option for manual citation entry
- Advanced search capability



EMS screenshot 1

PAYMENT PORTAL

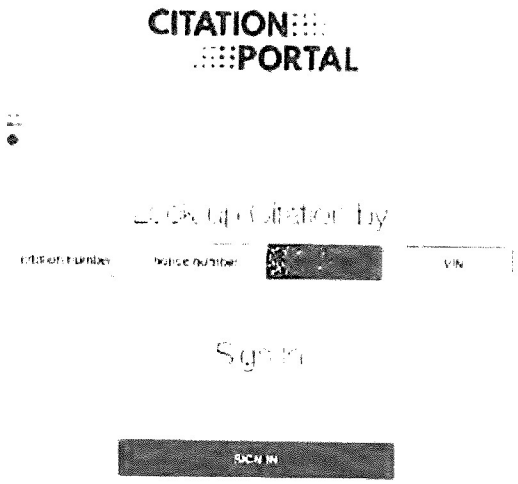
Online Public Portal

The Online Public Portal is a website that allows citizens to access their parking citation information in real time. Citizens can review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

Features at-a-glance

- Real-time access to citation status and transaction history
- Accepts all major credit cards
- Cross-compatible interface that supports all browsers and devices

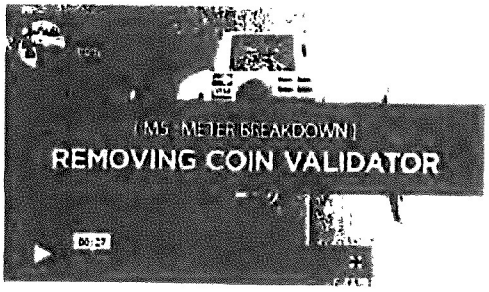
IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the permit in real time. The Public Portal website is fully PCI compliant. Citizens are allowed to submit an appeal online by enting all necessary information required by the City and given the option to upload any supporting documents with the request



Comprehensive Support Program

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City.

Help Desk & Ongoing Support: IPS will be providing telephone-based help desk services during standard business hours from 8 a.m. to 5 p.m. CST. IPS offers a toll-free telephone option (877.630.6638). Additionally, IPS provides after-hours service in case of emergency 24/7/365. Additionally, IPS will provide contact information for all IPS senior staff.



Online Help & Manuals: IPS provides online help tools, such as product manuals, frequently asked questions, and a portal to submit and track help tickets. IPS offers the online ability to monitor and track RMA status and view help and training videos. These tools can be accessed 24/7.

Onsite Support: IPS will support the City with onsite project management and technical support during the implementation phase of the contract. Onsite support can be extended at the request of the City. Additional onsite support services can be quoted upon request.

Spare Parts and Warranty Repair Services: Our US-based facility ensures that spare parts are immediately available to the City at any time. The warranty repair process is managed through the DMS. IPS can solve most repair issues over the phone or will some additional training of City staff. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

ATTACHMENT B

PRICING

SINGLE-SPACE AND SENSORS

Capital Costs

Product/Service	Price per unit
M3™ IPS Credit Card-Enabled Single Space Meter (includes 12-month warranty, RFID tag, meter top)	$250.00
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag, meter top)	$485.00
Shipping	$7.50
Installation ($2,500.00 minimum total fee)	$15.00
Post Warranty Repair Services (flat fee per meter includes return shipping costs)	$85.00

M3 and M5™ Ongoing Fees	Fees
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	$5.75
Secure Credit Card Gateway Fee (per transaction)	$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

NOTE: A functioning meter requires the installation of a meter mechanism, housing, and pole – sold separately. Price per meter sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Vehicle Detection Sensors Capital and Ongoing Costs

Product/Service	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	$295.00
Pole Mount Vehicle Detection Sensors (includes 12-month warranty)	$295.00

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	$3.50
Optional: Real Time Reporting Fee	$2.75

NOTE: Price per sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access are ongoing and outlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the City now or in the future.

Spare Parts

M3 and M5 parking meter Spare Part Pricing	M3™	M5™
Single Space Electronic Meter Mechanism	$495.00	$495.00
Card Entry Die Casting	$19.00	$19.00
Hybrid Card Reader	$49.00	$49.00
Coin Validator	$69.00	$69.00
Complete Top Cover (with Lexan insert)	$69.00	$69.00
Lexan for Top Cover	$29.00	$29.00
Coin Entry Slot	$2.00	$2.00
Keypad	$25.00	$25.00
Validator Connector Board	$15.00	$15.00
M3 Battery Pack (standard)	$29.00	NA
M3 Battery Pack (high capacity - garage)	$39.00	NA
M5 Battery Pack (II3)	NA	$30.00
Validator Connection Cable	$5.00	$5.00
Solar Panel / Communications Board	$165.00	$165.00
Main Board	$165.00	$165.00
Expiry Indicator (rear)	$15.00	$15.00
Display Board	$49.00	$89.00
Display Board with NFC	NA	$139.00
BLE Beacon Upgrade	NA	$40.00
RFID Tag	$10.00	$10.00
MK3 Batter Charger (table top charging unit)	$1500.00	NA
MK5 Batter Charger (daisy chain charging unit)	NA	$115.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	$25.00	$25.00

Sensor Spare Part Pricing	In-Ground	In-Dome
IPS vehicle detection sensor	$125.00	$295.00
Meter Comms Board (for sensor)	$125.00	NA
Battery Replacement (per specialize D-cell)	NA	$20.00

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

MULTI-SPACE

MS1™ Multi-Space	Price Per Unit
IPS MS1™ Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	$5,950.00
IPS Revolution™ Upgrade Kit Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	$2,450.00
Shipping and Installation (per unit) – During normal business hours under normal conditions, without unexpected delays.	$400.00
Optional: Add for Bill Note Acceptor (BNA)	**$1,250.00**
Optional: Add for Pay-by-Space	**$75.00**
Optional: Add for Pay-by-Plate	**$200.00**

NOTE: Price per unit is the total fixed price for the equipment. Additional ongoing costs associated with wireless service, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Pay-station installation assume surface mount to existing locations. This quotation does not include any civil or concrete work that may be required.

MS1™ Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	$55.00	$25.00
Secure Credit Card Gateway Fee (per transaction)	Included	$0.13

NOTE: Functioning meter requires the installation of a meter mechanism, housing, and pole—sold separately. Price per meter sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless service, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Spare Parts

MS1™ & Revolution™ Upgrade Kit Spare Parts List	Price per unit
Standard Card Reader Only	$49.00
Standard Card Reader Assembly with PCBA	$129.00
Coin Validator Assembly	$69.00
Bill Note Acceptor Assembly (with 600 note stacker)*	$1,250.00
Additional 600 note stacker cartridge	$500.00
Solar Panel Replacement Kit	$500.00
Main Operating Board (with LCD and modem)	$700.00
LCD Display Only (with armored glass)	$125.00
Thermal Printer	$615.00
4-key Horizontal Keypad	$69.00
4-key Vertical Keypad	$69.00
Pay-by Space Keypad Assembly	$165.00
Pay-by-Plate Alphanumeric Keypad Assembly	$249.00
Battery 32Ah (rechargeable)	$300.00
Additional Large Coin Canister	$199.00
Additional Small Coin Canister	$75.00
Paper Rolls (standard) approx 2000 3" tickets (0045" thick)	$24.50

** only available on an upgrade kit if the original pay-station has the note acceptor option.*

NOTE: This pricing is FOB, IPS Group San Diego, CA and includes all applicable discounts. Any sales tax shall be in addition the prices quoted above.

MOBILE PAYMENTS

ParkSmarter™ Mobile Payment Solution

Product/Service	Price per unit
ParkSmarter™ mobile payment decals	$1.50
Decal Shipping	at cost
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBD

On-site setup: IPS shall provide the City with instructions on how to setup / install decals in support of the ParkSmarter™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service

Per Transaction Fees	Fees
Secure Credit Card Gateway Fee (per transaction)	$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small ticket mobile payment merchant processing. Quotes for this service are available upon request

Implementation with 3rd parties

Product/Service	Price per unit
Implementation with 3rd party for enforcement	TBD

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. IPS does not intend to charge for 3rd party integration, however, if any city designated 3rd party charges IPS for such implementation, then those charges will be passed along to the City at IPS costs.

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

REPLACEMENT PARTS & REPAIR SERVICES:

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system

Product /Service	Price per unit
Single Space M3™ or M5™ Non-Warranty repair work (includes parts/labor)	$95.00 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	To be quoted
Shipping costs for any of the above shall be added to the final invoice	

Note: Please note that if upon receipt a meter is determined to be beyond repair, in IPS's sole discretion, the meter shall not be repaired for the fee described above and a replacement meter shall be required.

Enforcement/Permitting Systems

Mobile Enforcement Solution	Units	Unit Price
N5 Print Mobile Enforcement Device	Per unit	$2,675.00
N5 Charging Cradle and Hot Swap battery	Per unit	$299.00
N5 Carrying Case	Per unit	$35.00
N5 Print - 3 Year Warranty (Optional)	Per unit	$785.00
N5 Data Plan	Per unit /per month	$55.00
Handheld Support	Per unit/Per month	$60.00
Software License (one-time fee)	Per Unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	$11.50
Mobile Citation Paper (per roll) QTY 200	Per roll	$7.50
Mobile Citation Paper (per roll) QTY 400	Per roll	$5.75
Plate Charges for Ticket Customization (One-time fee)	Per plate	$75.00
Estimated Travel Expenses for Installation	Per trip	$2,000.00
On-site training and installation	Per day	$600.00

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

Continued on next page...

Enforcement Management System	Units	Unit Price
One Time Setup	Per Unit	$5,000.00
Annual System License for EMS	Per user	Included
Citation Processing Fee	Per unit	$1.00
RO Acquisition	Per unit	$1.00
Delinquent Notice Processing fee (Includes Postage)	Per unit	$0.80
IVR Solution (Optional)	Per month	$250.00
IVR Record & Store Calls (Optional)	Per call	$0.50
IVR Call Transcription (Optional)	Per call	$1.00
LockBox Setup (one-time fee)	Per unit	$500.00
LockBox Mail-In Payments	Per unit	$0.50
Online & IVR Secure Credit Card Payments - Gateway Fee ***Charged to the Public**	Per transaction	$2.00 or 3% whichever is higher
Additional Letters and Correspondence	Per unit	$1.25
Online Appeals	Per unit	Included

Collections	Units	Unit Price
Credit Reporting Collections	% of amount collected	35% of amount collected

Permit Management System Fee Schedule

Permits	Units	Unit Price
One Time Setup	Per unit	$5,000.00
Per Permit	Per unit	$2.00
Permit Fulfillment (Verification)	Per unit	$1.00
Per Letter (Includes postage)	Per unit	$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee ***Charged to the Public**	Per transaction	$2.00 or 3% whichever is higher

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

IPS Limited Warranty

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided "as-is" and IPS shall provide bug fixes at no cost during the contract term.

Additional Warranty Provisions: IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer. Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3rd parties, or allowance of 3rd party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any 3rd party hardware or software, whether supplied in connection with this Agreement or otherwise.

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2026 | 3/17/2025

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

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

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Ste. 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1377909 IPS Group, Inc. 7737 Kenamar Court San Diego CA 92121	INSURER A : National Fire Insurance Co of Hartford — NAIC # 20478 INSURER B : Valley Forge Insurance Company — 20508 INSURER C : The Continental Insurance Company — 35289 INSURER D : Continental Casualty Company — 20443 INSURER E : Lloyd's Syndicate 457 (Munich Re Syndicate Limited) INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 12813149 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	4034952942	3/19/2025	3/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	6013847872	3/19/2025	3/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	4034952990	3/19/2025	3/19/2026	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000 $ XXXXXXX
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	5093308451 (CA) 5093308496 (AOS)	3/19/2025 3/19/2025	3/19/2026 3/19/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Tech E&O/Cyber	N	N	MR-CT-000000037-03	3/19/2025	3/19/2026	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000	

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

Worker's Compensation insurance does not apply to states AK, ND, OH, WA, WY. Tech E&O/Cyber provides coverage for Network Security and Privacy Lability, as well as Breach Event, Cyber Extortion, and Business Interruption. Re: Parking Meter Field Trial Agreement. City of Santa Fe, NM is named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

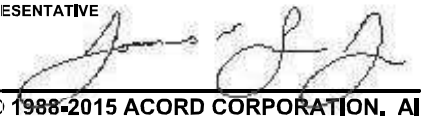
CERTIFICATE HOLDER

12813149
City of Santa Fe, NM
P.O. Box 909
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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IPS Contract Packet

Final Audit Report 2025-08-25

Created:	2025-08-22
By:	JEROME MARTINEZ (jamartinez3@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1pKFVCzk4mWrUHTWSGFTGukmqeR9jfR-

"IPS Contract Packet" History

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2025-08-22 - 9:07:43 PM GMT

Email viewed by spkaspan@santafenm.gov
2025-08-22 - 9:15:02 PM GMT- IP address: 174.218.20.50

Signer spkaspan@santafenm.gov entered name at signing as Steve Kaspan
2025-08-22 - 9:38:23 PM GMT- IP address: 63.232.20.2

Document e-signed by Steve Kaspan (spkaspan@santafenm.gov)
Signature Date: 2025-08-22 - 9:38:25 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-08-25 - 7:00:21 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-08-25 - 7:00:31 PM GMT- IP address: 63.232.20.2

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-08-25 - 7:00:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-25 - 7:00:33 PM GMT

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GB- 600 - IPS Contract Packet..

Final Audit Report 2025-11-18

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Status:	Signed
Transaction ID:	CBJCHBCAABAA3rhtczzJ0TRHDntoMFRS9nS1FZZcnnTg

"GB- 600 - IPS Contract Packet.." History

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Document emailed to CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) for signature
2025-10-31 - 9:23:15 PM GMT

Signer CHRISTINA MARTINEZ (cfmartinez@santafenm.gov) entered name at signing as CFM for AJH
2025-11-03 - 8:21:17 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-11-03 - 8:21:19 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-11-03 - 8:21:22 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-03 - 9:43:30 PM GMT- IP address: 63.232.20.2

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2025-11-04 - 3:48:05 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-11-04 - 4:27:31 PM GMT - Time Source: server- IP address: 98.97.112.9

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2025-11-04 - 4:27:34 PM GMT

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2025-11-07 - 3:55:28 PM GMT- IP address: 174.205.229.5

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-18 - 3:47:09 PM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2025-11-18 - 3:47:09 PM GMT

CITY OF SANTA FE

Amendment Purchasing Memo for Western Oilfields Supply Co.

Date: November 7, 2025

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

From: Michael Dozier, Wastewater Management Division Director, Public Utilities Department

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach (Nov 10, 2025 13:00:34 MST)

Subject: Amendment to Rental Contract for Western Oilfields Supply Co.

Vendor Name: Western Oilfields Supply Co. (dba. Rain for Rent)

Munis Vendor Number: 8362

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of Amendment #1 to Munis Contract #3204709 (Item 24-0351) with Western Oilfields Supply Co. (dba. Rain for Rent) for continued rental of 4 new disc-filters for 24 months (26 rental cycles) starting on June 1, 2025. Amendment #1 increases the amount of compensation by $2,909,100.12 for a total compensation of $3,909,100.12, including tax, for the term ending on May 31, 2027.

1. Approval of a Budget Adjustment Resolution (BAR) in the amount of $2,909,101 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204709.

BACKGROUND AND SUMMARY:

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 and amended July 10, 2024 (CWA-06-2024-1765), 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.

On May 31, 2024, the contract was completed with the vendor, and two purchase orders (FY24-22406240, FY25-22501213) were placed for an ultimately inferior set of three filters and a pump. Close to the end of FY25, these filters and pump were replaced with four better filters and a more powerful pump. As of now, the vendor **has the rental equipment in place** to provide pump and filtration equipment for max flows of 5mgd at final clarification. With continued rental from the vendor, we are maintaining PRWRF's compliance to eliminate or minimize the

associated risks to public health and safety associated with the non-compliant discharge. Once the permanent onsite filtration units (disc and sand filters) have been repaired, the rentals can be discontinued.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WW Management/500

Munis Org Name/Number: Wastewater-Capital Projects-5000375

Munis Object Name/Number: WIP Const/572970

Budget Officer / Designee: Andy Hopkins **Date:** 11/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

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.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 11/18/2025

CPO Comment/Exceptions: City is currently working on a long term solution for this issue.

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Vehicles included? ☐ Yes | ☒ No _____

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

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

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

ATTACHMENTS:
Vendor's Quote

Certificate of Liability Insurance (COI)
Original contract packet (with previous contract amendments)

Item: 24-0351
Munis Contract: 3204709
Original Contract Item: 24-0351
SWPA/GSA/Coop/RFP/ITB #: EMERGENCY

CITY OF SANTA FE
AMENDMENT No. 1 TO CONTRACT # 3204709
ITEM# 24-0351

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE 3204709 CONTRACT, dated MAY 31, 2024, between the City of Santa Fe (the "City") and WESTERN OIL FIELDS SUPPLY COMPANY dba RAIN FOR RENT. 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 Pumping and filtration equipment for max flows of 5 million gallons per day.

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:

3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $ 2,909,100.12 so that Article 3 reads as follows:

The City shall pay the Contractor based upon fixed prices for each deliverable item as listed here:

PROJECT COSTS	
Estimated Rental Total:	$21,159.93
Estimated Environmental Recovery Fees:	$687.70
Total Estimated Recurring Charges:	$21,847.63 x 13.03 cycles
ESTIMATED YEARLY RENTAL COSTS:	$284,799.46
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
Rental Protection Plan (per rental cycle):	$3,174.00

One rental cycle is 28 days.

NEW PROPOSAL: 1101-IND-2158953-001, attached as Attachment B, dated 8/7/2025 states:

Scope Changes:

RENTAL

An additional 24 months (26 rental cycles) of rental for the disc filtration system.

Adjustments made to correct equipment quantity installed on site (based on 8/7/25 assessment).

SERVICES

(24) Visits (monthly) Rain for Rent mechanic onsite for routine maintenance on the pump, perform system check.

Removal costs included in Change Order.

RENTAL & SALE ITEMS

System Rental – Equipment on site as of 07/25	$103,057.91 x 26.000000 cycles
Rental Subtotal	$2,679,505.66

T&M SERVICES – PROJECTED COSTS

Remove	$30,500.00
Pickup	$23,579.12
Service – Manufacturer Rep to Visit Site (2/year)	$12,496.00
Service – Pump Maintenance Mechanic – Routine (monthly)	$44,482.56
Estimated Environmental Recovery Fees	$87,083.93

GRAND TOTAL

$2,877,647.27

NEW PROPOSAL: 1101-IND-2158953-003, attached as Attachment C, dated 9/2/2025 states:

Scope Changes:

Increase the requested amount to cover sale tax for labor completed on site.

RENTAL & SALE ITEMS

Remove:	$30,500.00
Pickup:	$23,579.12
Service – Manufacturer Rep to Visit Site	$12,496.00
Service – Pump Maintenance – Mechanic	$44,482.56
TOTAL SERVICE LABOR COST	$111,057.68

GRAND TOTAL

New Mexico Gross Receipts Tax on Labor at 8.1875%	$9,092.85

NEW PROPOSAL: 1101-IND-2187024, attached as Attachment D, dated 9/2/2025 states:

PROJECT DESCRIPTION

Heat trace and concrete blanket are sale items, installation of the system per the Statement of Work.

PROJECT OVERVIEW

Winterize (4) existing disc filters

(20) Concrete blankets 6'x25'

Exterior rated tape to secure concrete blankets

(4) Heat trace units - utilizing existing electrical onsite

(Hardwiring of heat trace to be completed by electrician provided by the City of Santa Fe)

PROJECT COSTS

Estimated Sales Total	$7,528.00

SERVICES

Estimated Installation	$14,832.00

GRAND TOTAL

$22,360.00

The total compensation under this Contract shall be three million nine hundred nine thousand one hundred dollars and twelve cents ($3,909,100.12) including New Mexico gross receipts tax. The City agrees to pay applicable gross receipts tax on labor which shall be listed on Contractor's invoice as a separate line item.

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:

Paul Harrington (Oct 22, 2025 20:27:22 CDT)
_____
TAMMY HARLESTON, CONTRACTS MANAGER

DATE: Oct 22, 2025
CRS#_____

Registration # _____

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Oct 27, 2025 07:41:49 MDT)
_____
MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY K. OSTER, FINANCE DIRECTOR

Rain For Rent
Sales Rep: Scott Lee

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

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ATTACHMENT B

CHANGE ORDER – AMENDMENT TO ORIGINAL CONTRACT

Proposal #	1101-IND-2158953-001	Date Prepared	8/7/2025
Est. Delivery Date	9/1/2025	Est. Completion Date	8/31/2027
Project Name	City of Santa Fe - Disc Filters	Jobsite	City of Santa Fe WWTP

Project Location
73 Paseo Real Santa Fe, NM, 87507

Scope Changes:

Rental
An additional 24 months (26 rental cycles) of rental for the disc filtration system.
Adjustments made to correct equipment quantity installed on site (based on 8/7/25 assessment).

Services
(24) Visits (monthly) Rain for Rent mechanic onsite for routine maintenance on the pump, perform system check.
Removal costs included in Change Order.

RENTAL & SALE ITEMS

Description	Quantity	Rate	Period	Duration	Extension
System Rental - Equipment on site as of 07/25	1	$103,057.91	Cycle	26	$2,679,505.66
			Rental Subtotal		$2,679,505.66

T&M SERVICES – PROJECTED COSTS

Description	Extension
REMOVE	$30,500.00
PICKUP	$23,579.12
SERVICE - MANUFACTURER REP TO VISIT SITE - (2) TIMES A YEAR	$12,496.00
SERVICE - PUMP MAINTENACE - MECHANIC - ROUTINE MAINTANCE - MONTHLY	$44,482.56
Estimated Environmental Recovery Fees	$87,083.93

Grand Total: $2,877,647.27

Except where specifically amended in this document, original contract Terms and Conditions apply. A signature on this document is required prior to Rain for Rent commencing with changed work. This Document is produced in the field due to project urgency. As a detailed estimate cannot be provided with current time constraints, Rain for Rent is authorized hereby to proceed on a Time and Materials basis. A more detailed Change Order estimate can be provided if the customer's schedule permits.

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.

Proposal Number 1101-IND-2158953-001 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Customer Name	Customer Signature	Date

Created Date: 8/7/2025

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Proposal Number 1101-IND-2158953-001 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Rain For Rent
Sales Rep: Scott Lee

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

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ATTACHMENT C

CHANGE ORDER – AMENDMENT TO ORIGINAL CONTRACT

Proposal #	1101-IND-2158953-003	Date Prepared	9/24/2025
Est. Delivery Date	11/30/2025	Est. Completion Date	12/15/2025
Project Name	City of Santa Fe - Disc Filters	Jobsite	City of Santa Fe WWTP

Project Location
73 Paseo Real Santa Fe, NM, 87507

Scope Changes:

Increase the requested amount to cover sale tax for labor completed on site.

Remove:	$30,500.00
Pickup:	$23,579.12
Service – Manufacturer Rep to Visit Site	$12,496.00
Service – Pump Maintenance – Mechanic	$44,482.56
TOTAL SERVICE LABOR COST	$111,057.68
NM Gross Receipts Tax on Labor (8.1875%)	$9,092.85

RENTAL & SALE ITEMS

Description	Quantity	Rate	Period	Duration	Extension
- SALES TAX	1	$9,092.85	Sale		$9,092.85
			Sale Subtotal		$9,092.85

Grand Total: $9,092.85

Except where specifically amended in this document, original contract Terms and Conditions apply. A signature on this document is required prior to Rain for Rent commencing with changed work. This Document is produced in the field due to project urgency. As a detailed estimate cannot be provided with current time constraints, Rain for Rent is authorized hereby to proceed on a Time and Materials basis. A more detailed Change Order estimate can be provided if the customer's schedule permits.

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 _____

Created Date: 9/2/2025

Proposal Number 1101-IND-2158953-003 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
slee@rainforrent.com

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

ATTACHMENT D

Dear ,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2187024 for Winterize - Aqua Disc Filters. 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 Scott Lee at 575-524-0879.

Thank you, and I look forward to working with you.

Regards,

Scott Lee
slee@rainforrent.com
Mobile: 505-436-0920
Branch: 575-524-0879
2495 Lakeside Dr
Las Cruces, NM, 88007

Project Name	Winterize - Aqua Disc Filters	Jobsite	Winterize - Aqua Disc Filters
Date Prepared	9/2/2025	Est. Delivery Date	9/29/2025
Prevailing Wage	No	Est. Completion Date	9/30/2025

Project Location

73 Paseo Real
Santa Fe, NM, 87507

Project Description and Overview

PROJECT DESCRIPTION

Heat trace and concrete blanket are sale items, installation of the system per the Statement of Work.

PROJECT OVERVIEW

Winterize (4) existing disc filters
(20) Concrete blankets 6'x25'
Exterior rated tape to secure concrete blankets
(4) Heat trace units - utilizing existing electrical onsite
(Hardwiring of heat trace to be completed by electrician provided by the City of Santa Fe)

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following:
Installation of heat trace and concrete blankets, these items are sold to the customer at time of installation.

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 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 - Scott Lee - Leroy Alvarado

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. Electrical service and connection to each of the heat trace system.
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.
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,

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relocating, cleaning, and reloading of provided equipment/system.
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 preventative maintenance as recommended by manufacturer or per the Rental Agreement. **https://rainforrentcorp.box.com/v/pumpmaintenance**
4. 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.
5. 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.

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 is providing the necessary freeze protection, but the customer is responsible to operate the system and provide the power required. 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 (505) 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.
Project Scheduling & Billing
This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 7 days prior to delivery.

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing
1. Delivery and first week's labor will be billed at the end of the first week of installation, supported by signed daily work tickets. Any additional labor will be billed weekly supported by signed day tickets.
2. Delivery and labor for this project will be billed upon completion of the installation.
3. 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.
Deposits may be required. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer. Final depository amounts, payment terms, and any interim payment requirements will be at the discretion of Seller upon acceptance of order. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

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 Sale Total	$7,528.00
SERVICES	
Estimated Installation	$14,832.00
GRAND TOTAL	$22,360.00

-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: _____

Created Date: 9/2/2025

Proposal Number 1101-IND-2187024 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

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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. Rain for Rent applies a processing fee on credit card transactions. The processing fee amount does not exceed our cost of accepting credit cards as required by the card brands. To avoid this fee, choose an alternative payment method (e.g. ACH). 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. The prices quoted herein are based on the tariffs, duties, and import/export regulations in effect as of the date of this quotation. If, at any time after the issuance of this Quotation, there is any change in applicable tariffs, duties, taxes, surcharges, or other government-imposed costs, Rain for Rent reserves the right to adjust the quoted prices accordingly. Rain for Rent is not liable for delays caused by changes in tariffs, duties, and import/export regulations. Please be assured every effort will be made to execute the quote as written.

Liquid Ingenuity®

Proposal Number 1101-IND-2187024 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

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	11/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Wastewater capital projects/WIP Construction	5000375	572970	WWM245002	$ 2,909,101	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,909,101	$ -

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

To increase account 572970 for RAIN FOR RENT. Plese see memo for detail and please add RAIN4RENT for posting of BAR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,909,101)
TOTAL:	**(2,909,101)**

Linda MacAllister 11/7/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Jesse Roach
Jesse Roach (Nov 10, 2025 13:00:34 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 11/12/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* 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. **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) Apr 4, 2024

Department Director, John Dupuis **Date**

Marcos Martinez Apr 3, 2024

Marcos Martinez (Apr 3, 2024 17:03 MDT)

City Attorney, Erin McSherry **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.

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 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.

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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 • Conduct interview(s) • Confirm findings • Provide findings in a report
1.2	Process data reporting evaluation	• Evaluate existing means and methods • Provide report with suggested improvements
1.4	Data tracking and reporting	• Evaluate existing • Provide report with suggested improvements
1.5	Standard Operating Procedures	• Evaluate existing • Provide template for to standardize current and/or develop future SOPs
Phase 2		
2.1	NPWD Area Procedures and Expectations	• Develop PowerPoint • Provide NPWD staff training
2.2	BNR Area Procedures and Expectations	• Develop PowerPoint • 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 Wastewater Division Manager City of Santa Fe	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President 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

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^{TM}, and actionable assistance to the staff to create a data driven O&M culture.

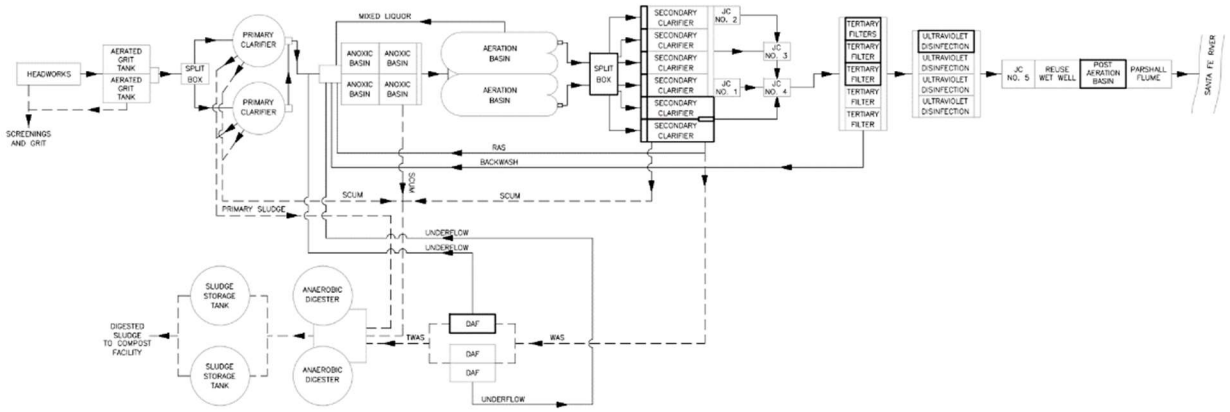

Figure 1: PRWRF Process Flow Diagram

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

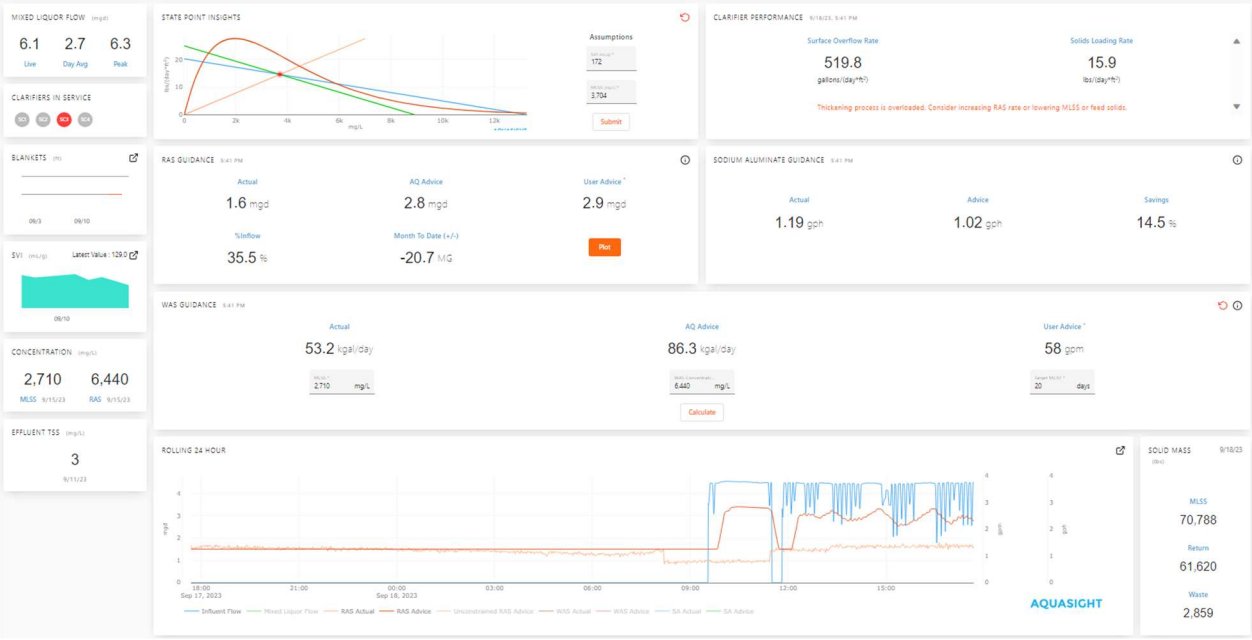

Figure 3: Example of APOLLO's™ Secondary Clarifier Module

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 • Milestone 1 Report
2. Secondary Process & Aeration Modules	~ 16 weeks	• APOLLO™ Release 2 – Secondary & Aeration Modules • Milestone 2 Report
3. Disinfection Module & SAMI Alerts	~ 22 weeks	• APOLLO™ Release 3 – Disinfection Module & SAMI Alerts • Milestone 3 Report
4. Plant Dashboard, Training & Adoption	~ 26 weeks	• APOLLO™ Release 4 – Plant Dashboard, Training, & Adoption • APOLLO™ User Manual • 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

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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)
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Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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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
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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.
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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

Digitally signed by Cheryl T. Seager
Date: 2024.03.04 16:05:14 -06'00'

Cheryl T. Seager, Director
Enforcement and
Compliance Assurance Division

MEMORANDUM

DATE: *May 6, 2024*

TO: ***Mayor Alan Webber and City Council***
Finance Committee
Public Works Public Utilities Committee

FROM:
Michael Dozier, WWMD Director MD

VIA:
John Dupuis, Public Utilities Director

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, Michael Dozier)

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: $80,000.00
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: $903,214.87
Term of prospective contract: Three Years

The current total prospective contract amount is **$7,117,205.69.** Contract attached for signature is Western Oilfields Supply Co. dba Rain for Rent.

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 Western Oilfields Supply Co. dba Rain for Rent in the amount of $903,214.87.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Rain for Rent (Western Oilfields Supply Co.)

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: PUD/WWMD Staff Name: Michael Dozier

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: 40-M0087-23-EM074**	☒	☐	**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 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)**			

Michael Dozier (Michael Dozier (May 10, 2024 08:57 MDT))	Wastewater Director	9 May 2024
Department Point of Contact	Title	Date
Michael Dozier (Michael Dozier (May 10, 2024 08:57 MDT))		9 May 2024
Department Director		Date
		May 17, 2024
Chief Procurement Officer		Date
ITT Representative	Title	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: 3204709 Procurement # (RFP/ITB# If any):

Contractor: Rain for Rent

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: 3 Years Total Contract Amount: 903,214.87

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* 10 April 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 1 year 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: May 17, 2024 Date:

Comment & Exceptions:

4. Funding Source: Waste Water Enterprise Fund **Org / Object:** 5000375/572970

Andy Hopkins Budget Officer Approval: May 16, 2024 Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Linda McAllister Phone #:

To be recorded by City Clerk: Email: lmcallister@santafenm.gov

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

Item #: 24-0351
Munis Contract #: 3204709
SWPA/GSA/Coop/RFP/ITB #: Emergency

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Rental Equipment

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Western Oilfields Supply Company dba Rain for Rent 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, section 13-1-127 and

The City and the Contractor hereby agree as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by this contract and any amendments thereof to build upon the improvements initiated in April 2024. The emergency procurement, this request for authorization, and accompanying Budget Adjustment Request (BAR) respond to the requirement that the City eliminate violations identified by the EPA and NMED 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 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 the Contract Documents.

The Contractor's scope of work includes support for plan item #9 above by providing pump and filtration equipment for max flows of 5mgd at final clarification.

See quotation 1101-IND-2119008 attached and incorporated as Attachment A for details.

3. Compensation

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

PROJECT COSTS
Estimated Rental Total $21,159.93
Estimated Environmental Recovery Fees $687.70
Total Estimated Recurring Charges $21,847.63

Estimated yearly rental cost: $284,799.46

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

Rental Protection Plan (per rental cycle) $3,174.00

One rental cycle is 28 days. The total compensation under this Contract shall not exceed one million dollars ($1,000,000.00) including New Mexico gross receipts tax. The City agrees to pay applicable gross receipts tax which shall be listed on Contractor's invoice as a separate line item.

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.** 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. If the term extends beyond the initial three year duration, the prices may be adjusted upward or downward in an amount that is mutually agreed upon in writing by the City and Contractor and is reflective of then current market conditions, subject to the availability of appropriations.

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. Payment obligations for either party are not affected by force majeure events.

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, including removal labor and pick up hauling charges, 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. Notwithstanding the foregoing, warranty on rental equipment and related services is only valid during the rental period. Warranty on new sales items will be per the manufacturer's warranty.

15. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW (rental equipment will not be new), 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 understandings

have been merged into this written contract. In the event of a conflict between this contract and any quote or exhibit, this Contract will control.

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. 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 arising out of or otherwise resulting from this Contract. The Contractor shall not be liable for any injury or damage as a result of any grossly negligent act, willful misconduct or omission committed by the City, its officers or employees. The City shall be responsible for any loss or damage to Contractor's rental equipment, excluding normal wear and tear, and excluding loss or damage caused by Contractor.

26. 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.

27. 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.

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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. 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.

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 Contract 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.

E. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

F. 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.

G. 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.

H. 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.

I. 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.

33. 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.

J. **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.

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

L. **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.

M. 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.

34. 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.

35. 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.

36. 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.

37. Patent, Copyright and Trade Secret Indemnification

N. 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.

O. 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 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.

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 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.

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 Contract. In

event such suspension, delay or interruption of work goes beyond a twelve month duration, the price may be adjusted upward or downward in an amount that is mutually agreed in writing upon by the City and Contractor and is reflective of then current market conditions.

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:

Michael Dozier

Wastewater Management Division

73 Paseo Real, Santa Fe NM, 87507

1(505) 955-4642

mldozier@santafenm.gov

To the Contractor:
Contracts Department

Mobile: 661-399-9124

Branch: 575-524-0879

3404 State Road

Bakersfield, CA 93308

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:

Contracts Department

Mobile: 661-399-9124

Branch: 575-524-0879

3404 State Road

Bakersfield, CA 93308

42. Succession

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

Alan Webber (May 31, 2024 08:34 MDT)

ALAN WEBBER, MAYOR

DATE: May 31, 2024

CONTRACTOR:
Western Oilfields Supply Company dba Rain for Rent

Tommy Mai
Tommy Mai (May 6, 2024 10:41 PDT)

TOMMY MAI, DIRECTOR OF CONTRACTS

DATE: May 6, 2024

CRS# _____

Registration # _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/24 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 6, 2024 11:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Rain For Rent
2495 Lakeside Dr
Las Cruces, NM, 88007
575-524-0879
rainforrent.com
kconnell@rainforrent.com

CITY OF SANTA FE MUNICIPALITY
Account: 143425
PO BOX 909
Santa Fe, NM, 87504

Dear ,

Thank you for your inquiry. As requested, please find attached our proposal 1101-IND-2119008 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	4/25/2024	Est. Delivery Date	4/29/2024
Prevailing Wage	No	Est. Completion Date	4/30/2025

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.

Proposal Number 1101-IND-2119008 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Liquid Ingenuity®

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

Proposal Number 1101-IND-2119008 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

Liquid Ingenuity®

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.

Liquid Ingenuity®

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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: 4/25/2024

Proposal Number 1101-IND-2119008 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2024

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
McGriff Insurance Services
500 President Clinton Ave., Suite 400
Little Rock, AR 72201

CONTACT NAME: Rhonda Allen
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: rhonda.allen@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C : AIU Insurance Company	19399
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Western Oilfields Supply Co.
DBA Rain for Rent
3404 State Road
Bakersfield CA 93308

COVERAGES **CERTIFICATE NUMBER:** 79760148 **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	✓	✓	EG7172346	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	✓ Contractual Liability						MED EXP (Any one person)	$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY ✓ PRO-JECT ✓ LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	✓	✓	CA7568925 (AOS)	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	✓ ANY AUTO			CA7568927 (MA)	10/1/2023	10/1/2024	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	UMBRELLA LIAB ✓ OCCUR			EGU7172347	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 1,000,000
	✓ EXCESS LIAB CLAIMS-MADE			Follow Form, GL, Auto, Employers Liability			AGGREGATE	$ 1,000,000
	DED ✓ RETENTION $ Nil							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		✓	WC49154408 (AOS)	10/1/2023	10/1/2024	✓ PER STATUTE; OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC1647450 (CA)	10/1/2023	10/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

SEE ATTACHED ADDENDUM

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
Taylor Mitcham

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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: WESTERN OILFIELDS SUPPLY CO
DBA: RAIN FOR RENT

Business Location: 3404 STATE RD
BAKERSFIELD, CA 93308

CRS Number: 01928399007

Owner:

License Number: 235009

License Type: Business License - Renewable

Issued Date: April 02, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: April 02, 2025

Fees Paid: $10.00

WESTERN OILFIELDS SUPPLY CO

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

Services Offered to the City of Santa Fe (9.2023)

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2025

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 CAC Specialty 320 Fillmore Street, Suite 200 Denver, CO 80206 www.cacgroup.com	CONTACT NAME: Elizabeth Baillie PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: elizabeth.baillie@cacgroup.com
INSURED Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : National Union Fire Ins Co Pittsburgh PA — 19445 INSURER C : AIU Insurance Company — 19399 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 87212220 **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 ☐ CLAIMS-MADE ☑ OCCUR ✓ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☑ LOC ☐ OTHER:	✓	✓	EG7172346	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000
B B	AUTOMOBILE LIABILITY ✓ ANY AUTO ✓ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	CA7568925 (AOS) CA7568927 (MA)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☑ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ Nil			EGU7172347 Excess Liability Follows Form:GL, Auto, Employers'	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	WC014111797 (AOS) WC6583223 (CA)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED ADDENDUM

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

Grantland Rice IV

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AGENCY CUSTOMER ID: WESTOIL-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
CAC Specialty	Western Oilfields Supply Co. DBA Rain for Rent 3404 State Road Bakersfield CA 93308
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Santa Fe Wastewater Management Division

ADDRESS: 73 Paseo Real Santa Fe NM 87507

When required by written contract, The City of Santa Fe, their officials, officers, employees, and agents is an Additional Insured in regard to General Liability and Auto Liability on a primary and noncontributory basis.
When required by written contract, a Waiver of Subrogation applies in favor of the Additional Insured in regard to General Liability, Auto Liability and Workers Compensation.
Written Notice of Cancellation applies per the attached endorsements.
Excess Liability follows form.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

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

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025
forms a part of Policy No. 756-89-25
issued to WESTERN OILFIELDS SUPPLY COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

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

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM: October 1, 2025

Forms a part of policy no.: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION, NONRENEWAL, OR COVERAGE REDUCTION TO ENTITIES OTHER THAN THE NAMED INSURED ENDORSEMENT

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS**:

In the event that we cancel, non-renew or reduce coverage, except for the reduction of policy limits due to the payment of damages, medical expenses, claim expense or **loss** to this Policy, other than non-payment of premium, and

1. the effective date of the cancellation, non-renewal, or reduction in coverage is prior to this Policy's expiration date,

2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled, non-renewed, or has a reduction in coverage (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity, and

3. we received this information after you received notice of cancellation, non-renewal, or reduction in coverage of this Policy and prior to this Policy's effective date of cancellation, non-renewal, or reduction in coverage, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation, nonrenewal, or reduction in coverage (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy, the cancellation of this Policy, the non-renewal or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM: October 1, 2025

Forms a part of policy no.: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY **By:**

AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES A, B, C AND E ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY - DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

It is hereby agreed as follows, solely as respects the designated person(s) or organization(s), **SECTION II - WHO IS AN INSURED, Applicable Coverages A, B, C and E,** paragraph **4** is deleted in its entirety and replaced with the following:

4. Except as respects to Coverage E-4, the designated person or organization scheduled below with whom you agreed to include as an insured, because of a written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss but only with respect to **bodily injury, property damage, environmental damage** or **personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, **your work**, equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

As respects vendors, this insurance does not apply to:

a. **Bodily injury, property damage** or **environmental damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,

b. Any express warranty unauthorized by you,

c. Any physical or chemical change in the product made intentionally by the vendor,

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,

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

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. **Bodily injury, property damage** or **environmental damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.** above, or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

As respects a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver, this insurance does not apply to:

(1) Any **occurrence** which takes place after the equipment lease expires or you cease to be a tenant.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

SCHEDULED ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)

Blanket - As required by written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to an **occurrence, claim** or loss.

As respects the coverage afforded to the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 6

This endorsement, effective 12:01 AM, October 1, 2025

Forms a part of Policy No: EG 7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph **7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E** is amended by the addition of the following at the end of such subparagraph:

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

SCHEDULE

Name of Person or Organization:

Where required by written contract or written agreement.

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

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

Workers' Compensation and Employers' Liability Policy

Named Insured WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT 3404 STATE RD	Endorsement Number Policy Number Symbol: Number: WC014111797 – AOS
Policy Period 10/1/2025 **TO** 10/1/2026	Effective Date of Endorsement 10/1/2025
Issued By (Name of Insurance Company) AIU Insurance Company	

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.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

9229 2429427560 | WRAINE110 | 24/25 AllStatesTwPolL | SheikaStill | 7/6/2025 | 8:41:20 AM MGSTlie Page 12 of 13 10/1/2025 8:16:34 AM (MDT) | Page 11 of 13
This certificate cancels and supersedes ALL previously issued certificates.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/01/2025 forms a part of Policy No. WC 014-11-1797

Issued to WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR

By A I U INSURANCE COMPANY

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

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

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

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

Don Bailey

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

EXCESS WORKERS COMPENSATION
ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2025 forms a part of

policy No. XWC 658-32-23 issued to WESTERN OILFIELDS SUPPLY COMPANY

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF SUBROGATION
(Version 3)

It is agreed that Section G. Recovery From Others, of Part One, Workers Compensation Insurance and Section F, Recovery From Others, of Part Two, Employers Liability Insurance are amended to include the following:

In the event of any payment under this policy for a loss for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

All other terms, conditions and exclusions shall remain the same.

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

AUTHORIZED REPRESENTATIVE

66900 (1/97)

CITY OF SANTA FE

Note to File

Date: November 19, 2025

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

From: Michael Dozier, Wastewater Management Division Director, Public Utilities Department

Via: Jesse Roach, Interim Public Utilities Director

Subject: Amendment to Rental Contract for Western Oilfields Supply Co.

Vendor Name: Western Oilfields Supply Co. (dba. Rain for Rent)

Munis Vendor Number: 8362

BACKGROUND AND SUMMARY:

In reference to the Paseo Real Water Reclamation Facility Administrative Order Emergency Project (40-M0087-24-EM030), 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 and amended July 10, 2024 (CWA-06-2024-1765), 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.

On May 31, 2024, the contract was completed with the vendor, and two purchase orders (FY24-22406240, FY25-22501213) were placed for an ultimately inferior set of three filters and a pump. Close to the end of FY25, these filters and pumps were replaced with four better filters and a more powerful pump. As of now, the vendor **has the rental equipment in place** to provide pump and filtration equipment for max flows of 5mgd at final clarification. With continued rental from the vendor, we are maintaining PRWRF's compliance to eliminate or minimize the associated risks to public health and safety associated with the non-compliant discharge. The Wastewater Division is leveraging multiple procurement mechanisms, including State-Wide Price Agreements and established On-Call Contracts, to obtain the necessary parts for facility repairs. Once the permanent onsite filtration units (disc and sand filters) have been repaired, the rentals can be discontinued.

CITY OF SANTA FE

The Purchasing Memo

Date: October 28, 2025

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

From: P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E.

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach
Jesse Roach (Nov 3, 2025 12:38:39 MST)

Subject: On-Call Maintenance Contract

Vendor Name: McDowell Mechanical LLC

Munis Vendor Number: 10295

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Adjustment Resolution (BAR) in the total amount of $500,000.00 for funding an existing on-call maintenance contract for FY26 with McDowell Mechanical LLC.

CONTRACT NUMBER:

The FY24-FY26 Munis contract number is 3204546.

BACKGROUND AND SUMMARY:

This BAR will fund the contract for fiscal year 2026. The contract was approved in FY24 with a 4-year term and funding of $500,000/year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 11/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB#23-66-B was released in June, 2023.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/09/2025

CPO Comment/Exceptions: Purchasing doesn't need to approve BARs.

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Certificate of Liability Insurance (COI)
ORIGINAL CONTRACT
BAR

THE CITY OF
SANTA FE

MEMORANDUM

DATE: October 20, 2023

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

VIA: John Dupuis, PUBLIC UTILITIES DEPARTMENT DIRECTOR JD
MIKE DOZIER, WWM DIVISION DIRECTOR MD

FROM: P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD FH

ITEM AND ISSUE

Request for approval of a On-Call contract with McDowell Mechanical, LLC. with a potential value of $2,000,000 over four years, including New Mexico Gross Reciepts Tax. (P. Fred Heerbrandt, P.E., pfheerbrandt@santafenm.gov, 505-955-4623)

BACKGROUND & SUMMARY

To establish a Division-wide Price Agreement for On-Call General and Mechanical Construction services, ITB #23-66-B was issued. The Scope of work includes miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

Four (4) Contractors were selected for awards, one of which is McDowell Mechanical, LLC. These contracts will allow the Division to react swiftly to equipment failures and repairs at the Paseo Real Wastewater Reclamation Facility.

RECOMMENDED ACTION

PUD, WWM, PRWRF respectfully requests approval of the contract and BAR for a total amount of $500,000 from WWMD Enterprise Fund cash balance.

PROCUREMENT METHOD:

Invitation to Bid, On-Call Services Bid: # 23/66/B

FUNDING SOURCE:

WWMD Enterprise Fund /Fund 500/Cash Balance PL# WWM2050001

BAR FUNDS TO:

Munis Org Name/Number: Wastewater Capital Projects - 5000375
Munis Object Name/Number: WIP Construction - 572970

Signature: John Dupuis (Nov 8, 2023 10:07 MST)

Email: jedupuis@santafenm.gov

Signature: Michael Dozier (Nov 8, 2023 10:09 MST)

Email: mldozier@santafenm.gov

Signature: P. Fred Heerbrandt, P.E. (Nov 8, 2023 10:36 MST)

Email: pfheerbrandt@santafenm.gov

Item# 24-0007
Munis Contract# _____
ITB # 24/05/B

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call General/Mechanical Construction Services

THIS Price Agreement is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Mc Dowell Mechanical LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this 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. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

2. Scope of Work

A. The Contractor shall perform the following work:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Wastewater) will establish a Price Agreement for on-call General and Mechanical Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

This Agreement is without assurance of quantity or dollar amount of work to be performed.

The Contractor shall perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.

Wastewater shall be able to utilize this On-Call Agreement as needed and as funding is available.

B. Other:

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards and in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include building power systems such as solar panels, and piping and pumping systems, and waste treatment systems. It may also include demolition and abatement projects.

Wastewater reserves the right to procure specialty services directly from Statewide Price Agreements and other sources and shall be coordinated by the Contractor.

Wastewater reserves the right to obtain quotes from multiple vendors covered under this Agreement and award a project to a contractor based on the quotes.

Wastewater reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services.

Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

C. Contractor:

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

Wastewater shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property in connection with the performance of the work covered by this Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Subcontracting of work is allowed and shall have prior approval by Wastewater. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of Wastewater to not interfere with the daily operations or to jeopardize the health, safety or welfare of the employees or general public conducting business with Wastewater.

D. Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

E. Clean Up and Storage:

1) The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Wastewater's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

2) The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to Wastewater's satisfaction.

3) Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

4) Storage of materials and construction equipment shall be coordinated with Wastewater.

F. Task Order:

The Contractor shall be required to provide On-Call General Construction Services for any number of the activities listed under Scope of Work upon the request of Wastewater. When a service is identified, Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to Wastewater. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Agreement will apply to all Task Orders.

Upon receiving the Task Order, the Contractor shall promptly visit the site and compare Wastewater's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) and cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to Wastewater at no cost to Wastewater. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. Wastewater's standards will be discussed and taken into consideration when proposing

replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

G. Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by Wastewater. Preventative measures shall be taken by both the contractor and Wastewater prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

3. Other Construction Related Terms and Conditions

A. Mediation:

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

B. Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

1) Services include services performed, workmanship, and material furnished or utilized in the performance of services.
2) The Contractor shall provide and maintain an inspection system acceptable to Wastewater covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Wastewater during the term of performance of the Work and for as long thereafter as required.
3) Wastewater has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. Wastewater shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.
4) If Wastewater performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at

no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

5) If any part of the services does not conform with the requirements, Wastewater may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, Wastewater may:
   i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   ii. reduce the Purchase Order price to reflect the reduced value of the services performed.
6) 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, Wastewater may:
   i. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by Wastewater that is directly related to the performance of such service; or
   ii. cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

C. Suspension, Delay or Interruption of Work:

Wastewater may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as Wastewater may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Agreement price.

D. Permits and Fees:

1) IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

2) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3) IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to Wastewater upon completion of the work in sufficient time for occupation of the facility in accordance with the approved schedule for the work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Wastewater as soon as it is obtained.

E. Schedule, Progress Meetings and Reports:

1) The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for Wastewater's information a Critical Path Construction Schedule for the work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

2) The Contractor shall perform the work in general accordance with the most recent schedule submitted to Wastewater.

3) Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

4) The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. Wastewater may request copies at any time. The reports may include:

i. report date and who prepared the report;
ii. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
iii. companies present by name and their number of workers, work location, total man hours that day for each company;
iv. equipment-type, source, units of work done, location of work, hour meter reading;
v. material brought to site-description, units, quantity, quality, location, time;
vi. visitors to site -name, company, time;
vii. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
viii. quality assurance and control -company, description of issue, specification section, issued by.

F. Close-out Requirements:

The Contractor shall submit to Wastewater a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion

including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Agreement Documents.

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

1) Work associated with Punch List(s);
2) Testing, balance or performance operations complete and in agreement that associated work is in compliance with the Agreement Documents;
3) One hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Wastewater;
4) As-Built drawings delivered in AutoCAD or electronic format;
5) Written certification signed by Wastewater of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by Wastewater;
6) Delivery of all warranties required by the work;
7) All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
8) Start-up of any new equipment and training of staff on all new equipment;
9) Operations and Maintenance Manuals;
10) A certified statement of Release of Liens (AlA Document G706A or approved form) and Consent of Surety.

G. Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to Wastewater warranties of replaced roofs and equipment offered by the manufacturer.

H. Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts.

Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to Wastewater for which the work was provided.

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of

submittal data on the proposed equipment or material and shall be reviewed and approved by Wastewater.

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

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

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

Wastewater reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

4. Compensation

The City shall pay to the Contractor based upon fixed labor rates as listed in Appendix A. The total compensation under this Agreement shall not exceed $2,000,000.00 including New Mexico gross receipts tax.

5. 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.

6. Term

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 June 30, 2027. 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.

7. 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 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 Agreement.

8. 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 8.A and 18, 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.*

9. 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 8 herein, or to agree to the reduced funding.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 27 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. 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.

31. 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.

32. Inspection

If this Agreement 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.

33. Inspection of Services

If this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement for default.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Paul F. Heerbrandt, P.E., Engineer Supervisor
73 Paseo Real
Santa Fe, NM 87

pfheerbrandt@santafenm.gov

To the Contractor:
Kenneth McDowell
P. O. Box 6771
Santa Fe, NM 87502
mcdowellmechanicalsf@gmail.com

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

43. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. Performance Bond

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

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 (Jan 11, 2024 20:52 MST)

ALAN WEBBER, MAYOR

DATE: Jan 11, 2024

CONTRACTOR:
Mc Dowell Mechanical LLC

NAME: Kenneth McDowell

Owner
TITLE

DATE: 10-18-2023
CRS# 0-179-001-024
Registration # _____

ATTEST:

Geralyn Cardenas (Jan 12, 2024 09:15 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 1/11/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 17, 2023 13:50 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 13, 2023 18:45 MST)

EMILY OSTER, FINANCE DIRECTOR
5000375.572970
Org.Name/Org.#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Info Info Coterie Insurance info@coterieinsurance.com	PHONE (A/C, No, Ext): 855-566-1011	FAX (A/C, No):
	E-MAIL ADDRESS: support@coterieinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Spinnaker Insurance Company	24376
INSURED MCDOWELL MECHANICAL LLC PO Box 6771 Santa Fe NM 87502-	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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CSG-00112688-00	10/19/2023	10/19/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							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)

CERTIFICATE HOLDER

CITY OF SANTA FE
200 LINCOLN AVE.

SANTA FE Ne 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

Pete Buccola

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License Number: 232540

MCDOWELL MECHANICAL

License Details () | Tab Elements () | Main Menu ()

License Details

License Type:	Out of Jurisdiction Business License Renewable	**District:**	Default
		Applied Date:	04/14/2023
Period Start Date:	04/14/2023		
Status:	Renewed	**Expiration Date:**	04/14/2024
Description:			

Business Locations Fees Attachments Contacts More Info

Business () | Next Tab () | License Details () | Main Menu ()

Business

Company Name:	MCDOWELL MECHANICAL	**DBA:**	MCDOWELL MECHANICAL
Open Date:			
Company Type:	Limited Liability Company	**Status:**	Active
		Closed Date:	
District:	Default	**Last Audit Date:**	
Location:	Residential		

Services Offered to the City of Santa Fe (9.2023)

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

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

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

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

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

CITY OF SANTA FE

PURCHASING OFFICE

200 Lincoln Ave Room 122 Santa Fe, NM 87505

Travis Dutton-Leyda, CPO

DATE: 09/21/2023
BID NUMBER: 24/05/B
PREPARED BY: Kathy Sanchez

Item	Approx.Qty.	UOM	Article and Description	Vendor	Vendor	Vendor	Vendor
				A.A.C.	All-Rite/RiteCon	AnchorBuilt	McDowell Mechanical
			Wage Rates for Projects Under $60,000				
1	1	HR	Superintendent - Regular Hourly Rate	$225.00	$85.00	$100.00	$95.00
2	1	HR	Superintendant - Overtime Hourly Rate	$337.50	$85.00	$150.00	$142.50
3	1	HR	Journeyman or Experienced Worker - Regular Ho	$125.00	$85.00	$95.00	$65.00
4	1	HR	Journeyman or Experienced Worker - Overtime H	$187.50	$85.00	$142.50	$100.00
5	1	HR	Laborer - Regular Hourly Rate	$95.00	$75.00	$65.00	$35.00
6	1	HR	Laborer - Overtime Hourly Rate	$142.50	$75.00	$97.50	$50.00
			Wage Rates for Projects Over $60,000				
7	1	HR	Superintendent - Regular Hourly Rate	$235.00	$85.00	$105.00	$125.00
8	1	HR	Superintendant - Overtime Hourly Rate	$352.50	$85.00	$155.00	$187.50
9	1	HR	Journeyman or Experienced Worker - Regular Ho	$135.00	$85.00	$100.00	$85.00
10	1	HR	Journeyman or Experienced Worker - Overtime H	$202.50	$85.00	$150.00	$125.00
11	1	HR	Laborer - Regular Hourly Rate	$105.00	$85.00	$75.00	$55.00
12	1	HR	Laborer - Overtime Hourly Rate	$157.50	$85.00	$112.50	$75.00
			Misc. Rates				
13	1	Disc.	Discount off all materials. Enter zero if no discour	0%	0%	0%	0%
14	1	Daily	Temporary Site office trailer, rental rate	$150.00	$100.00	$15 ($450/Month)	$450.00
15	1	Daily	Temporary fencing, rental rate	$5,000.00	$100.00	$16.75 UOM=100ft ($500/Month)	$250.00
16	1	Dialy	Sanitary/toilet facilities, rental rates	$500.00	$20.00	$6.75	$25.00

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	11/7/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On-Call Construction Services	5000375	572970		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

Budget increase from Cash Balance in WWMD Enterprise Fund to Fund On-Call Construction services with McDowell Mechanical for the balance of FY 2024

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(500,000)
TOTAL:	**(500,000)**

P. Fred Heerbrandt, P.E. — 11/7/2023
Prepared By *{print name}* — Date

John DeDuis (Nov 28, 2023 15:30 MST) — Nov 28, 2023
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 — Andy Hopkins (Dec 7, 2023 12:32 MST) — Dec 7, 2023
Budget Officer — Date

Emily K. Oster — Emily K. Oster (Dec 13, 2023 18:45 MST) — Dec 13, 2023
Finance Director *{≤ $5,000}* — Date

John Blair — John Blair (Dec 18, 2023 11:12 MST) — Dec 18, 2023
City Manager *{≤ $60,000}* — Date

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: _____ Procurement # (RFP/ITB# If any): ITB #23/66/B

Contractor: McDowell Mechanical, LLC.

Procurement Method: *Small Purchase* ☐ *RFP* ☐ *ITB* ☑ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ *Exempt* ☐

Description/Title: WWRF On-Call Mechanical and General Construction Services

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: on approval Term End Date: 4 years from approval Total Contract Amount: 2,000,000.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

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)

3. Procurement History: ITB #23/66/B

JoAnn Lovato Montaño — Dec 7, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: WWMD Enterprise Fund **Org / Object:** 5000375/572970

Andy Hopkins — Dec 7, 2023

Andy Hopkins (Dec 7, 2023 12:32 MST)

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: P. Fred Heerbrandt, P.E. Phone #: 505-955-4623

Email: pfheerbrandt@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: McDowell Mechanical, LLC.

Procurement/contract Title: On-Call General /Mechanical Construction Services

Procurement Method: ☐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: _____

Requesting Department: Public Utilities Staff Name: P. Fred Heerbrandt, P.E.

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:** _____	☒	☐	**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)**			

P. Fred Heerbrandt, P.E	Engineer Supervisor	Oct. 20, 2023
Department Point of Contact	Title	Date
John Dupuis (Nov 28, 2023 15:30 MST)		Nov 28, 2023
Department Director		
JoAnn Lovato Montaño		Dec 7, 2023
Chief Procurement Officer		Date
ITT Representative	Title	Date

GB 500 McDowell 23-66-B ITB

Final Audit Report 2023-12-18

Created:	2023-12-07
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvBxmGQszPFWK3nLUEcHwuo445YJaX9S1

"GB 500 McDowell 23-66-B ITB" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2023-12-07 - 6:15:36 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) and aclotero@santefenm.gov for signature. One of them to sign
2023-12-07 - 6:59:13 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-12-07 - 6:59:41 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-12-07 - 7:32:50 PM GMT - Time Source: server

Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2023-12-07 - 7:32:52 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-12-07 - 7:35:20 PM GMT

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2023-12-07 - 7:51:09 PM GMT - Time Source: server

Document emailed to ekoster@santafenm.gov for signature
2023-12-07 - 7:51:11 PM GMT

Email viewed by ekoster@santafenm.gov
2023-12-07 - 7:51:38 PM GMT

Email viewed by ekoster@santafenm.gov
2023-12-11 - 8:41:45 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by ekoster@santafenm.gov
2023-12-14 - 1:26:50 AM GMT

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-12-14 - 1:45:03 AM GMT

Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-12-14 - 1:45:05 AM GMT - Time Source: server

Document emailed to jwblair@santafenm.gov for signature
2023-12-14 - 1:45:07 AM GMT

Email viewed by jwblair@santafenm.gov
2023-12-14 - 3:33:29 AM GMT

Email viewed by jwblair@santafenm.gov
2023-12-18 - 6:11:35 PM GMT

Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-12-18 - 6:12:01 PM GMT

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-12-18 - 6:12:03 PM GMT - Time Source: server

Agreement completed.
2023-12-18 - 6:12:03 PM GMT

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	10/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On-Call Construction Services	5000375	572970		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

Budget increase from Cash Balance in WWMD Enterprise Fund to Fund On-Call Construction services with McDowell Mechanical for the balance for FY26. please specify McDowell when posting.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
Fund 500	(500,000)
TOTAL:	**(500,000)**

P. Fred Heerbrandt, P.E. — 10/28/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Jesse Roach
Jesse Roach (Nov 3, 2025 12:38:39 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 — 11/05/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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: John Lettieri	
Executive Choice Insurance Solutions 2366 Golden Mile Hwy #211 Pittsburgh PA 15239	PHONE (A/C, No, Ext): 833-600-5833	FAX (A/C, No):
	E-MAIL ADDRESS: john@executivechoiceins.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Preferred Contractors Insurance Company RRG, LLC	12497
INSURED McDowell Mechanical LLC 13009 Marble AVE NE ALBUQUERQUE NM 87112	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** [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		COCM02-2025-04659	10/23/2025	10/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT 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)

Proof of Insurance

CERTIFICATE HOLDER

City of Santa fe Mcdowell
73 Paseo Real
Santa Fe NM 87507-8482

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

John Lettieri

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CITY OF SANTA FE

The Purchasing Memo

Date: October 29, 2025

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

From: LeRoy Alvarado Operations Manag *leRoJ Atvarado* L,RoyAlarado[Oct30,2025074527MDT)

Via: Micheal Dozier, Waste Management Division Director

Subject: Conference Room Re-Roof

Vendor Name: National Roofing Company

Munis Vendor Number: 8113

ITEM AND ISSUE:

The Waste Management Division Wastewater Treatment Plant respectfully requests your review and approval for Construction services in the total amount of $330,722,00 including GRT tax for removal of existing roof and replacement for a term of one year with National Roofing Company.

CONTRACT NUMBER:

n/a

BACKGROUND AND SUMMARY:

The Wastewater treatment plant has a building that is used as a conference room and houses a treatment process No.3 Dissolved air Floatation (DAF) electrical Motor Control Center (MCC). Just recently the roof started leaking excessively to the point where the electrical components are in danger of water exposure from the leaking roof. The building is 64years old and cannot be demolished due to the installation of the DAF in 2010. This building has two roof assemblies in place. Current building codes prohibit the installation of a third system. Removing the two existing system and installing a new roof assembly is the best approach to avoid a potentially extreme Health and safety danger.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Management 500

Munis Org Name/Number: WW Collections 5000362

Munis Object Name/Number: Repair and Maintenance Building/Structure 520100

Budget Officer / Designee: *Andy Hopkins* **Date:** 11/06/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

State Wide Price Agreement 30-00000-23-00051 Expire August 10, 2026

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 11/09/2025

CPO Comment/Exceptions: WW must track bonds, DWS requirements, subcontractors, etc.

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Department approval email from Facilities
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance

From:	BURNETT, SAM
To:	ALVARADO, LEROY M.
Cc:	DOZIER, MICHAEL L.
Subject:	RE: National Roofing Quote
Date:	Thursday, October 23, 2025 4:37:21 PM
Attachments:	image002.png image003.png image004.png

Approved!

Sam Burnett
Director | Facilities Division | Public Works Dept.
Website: www.santafenm.gov
Email: jsburnett@santafenm.gov
Phone: (505) 795-2491
LinkedIn: jsburnett

Book time to meet with me

From: ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Sent: Thursday, October 23, 2025 9:02 AM
To: BURNETT, SAM <jsburnett@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: National Roofing Quote

Good morning am,
We here at the WWTP are in the need to complete repairs to a roof on one of our buildings. Is this something we need to run through you for approval or can we proceed with repairs. Attached is the proposal we received from National Roofing. They completed a roof repair on another building here.
Respectfully,

LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

C: 505-469-5358
O: 505-955-4642
lmalvarado@santafenm.gov
santafenm.gov

From: Douglas Harrison <douglash@nationalroofing.com>
Sent: Tuesday, September 30, 2025 2:05 PM
To: ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Cc: Lori Gunnare <Lori@NationalRoofing.com>
Subject: National Roofing Quote

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 Leroy,

Thank you for taking the time this morning to go over the bid for the conference room. To recap you stated that you were going to see if you could possibly reroute the coax cable that is located in the vault and see about eliminating the vault altogether. Please let us know if you will still want us to have our MEP contractor remove the actual vault and conduit once you have rerouted the wire, or if you plan on eliminating it, we can have it stricken from the scope. We additionally spoke about the stucco being temperature sensitive and about this portion potentially moving to the spring if procurement takes longer than expected. Attached is the bid abstract, and the document I created for you covering the items which are driving cost. Please feel free to reach out to me or Lori if you have any additional questions.

NATIONAL ROOFING COMPANY

6821 Academy Parkway West NE Albuquerque, NM 87109

O (505) 998-2304 | F (505) 883-1719 | M (505) 259-2808

www.nationalroofing.com
Roofing emergency? Call our 24/7 service team at 505-998-2319

DocuSign Envelope ID: 78768945-9FBB-48AF-B846-A93769EF7506

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
12 Vendors

Number: **30-00000-23-00051**

Amendment No.: **One**

Term: **August 9, 2023 - August 8, 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: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@gsd.nm.gov**

Title: **Roofing Services**

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

To correct the Term expiration date from August 8, 2024, to August 8, 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

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 4/30/2024

JC CF

DocuSign

Certificate Of Completion

Envelope Id: 787689459FBB48AFB846A93769EF7506
Subject: DocuSign: 30-00000-23-00051 Roofing Svcs A001
Source Envelope:

Status: Completed

Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Signatures: 1
Initials: 2

Envelope Originator:
Clarke Fountain
1100 S Saint Francis Dr
Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

ClarkeJ.Fountain@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/30/2024 10:12:40 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Clarke Fountain
ClarkeJ.Fountain@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/30/2024 10:14:31 AM Resent: 4/30/2024 11:37:52 AM Resent: 4/30/2024 11:47:00 AM Viewed: 4/30/2024 11:47:46 AM Signed: 4/30/2024 11:47:53 AM
Clarke Fountain clarkej.fountain@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	CF Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/30/2024 11:47:54 AM Viewed: 4/30/2024 11:57:43 **AM** Signed: 4/30/2024 11:57:51 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/30/2024 11:57:52 AM Viewed: 4/30/2024 11:59:49 **AM** Signed: 4/30/2024 11:59:53 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	4/30/2024 10:14:31 AM
Envelope Updated	Security Checked	4/30/2024 10:47:43 AM
Envelope Updated	Security Checked	4/30/2024 10:47:44 AM
Envelope Updated	Security Checked	4/30/2024 10:47:44 AM
Envelope Updated	Security Checked	4/30/2024 10:47:44 AM
Certified Delivered	Security Checked	4/30/2024 11:59:49 AM
Signing Complete	Security Checked	4/30/2024 11:59:53 AM
Completed	Security Checked	4/30/2024 11:59:53 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: 11279EA3-3O2E-4304-933C-B05O848B81B8

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
12 Vendors (see pages 6 & 7)

Email:
Telephone No.:

Price Agreement Number: 30-00000-23-00051

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: Clarke J. Fountain

Telephone No.: (505) 629-2964

Email: ClarkeJ.Fountain@gsd.nm.gov

Title: Roofing Services

Term: August 9, 2023 - August 8, 2024

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: 8/8/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

MS CF

DocuSign Envelope ID: 11279EA3-3O2E-4304-933C-B05O848B81B8

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

DocuSign Envelope ID: 11279EA3-3O2E-4304-933C-B05O848B81B8

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

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

13. **Nondiscrimination:** Vendor doing business with the State ofNew 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 Chieflnformation 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

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of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

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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 on
ly be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or defau It. 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) 0000107401
All-Rite Construction, Inc.
PO Box67904
Albuquerque, NM 87121
505 344 7663
Meshach@ritecon.com

(AB) 0000043592
DKG & Associates, Inc.
7000 Huseman Place SE
Albuquerque, NM 87121
505 873 4660
wgood@dkgroof.com

(AC) 0000174782
Double E Builders (Eric Varela)
P.O.Box234
Pecos NM 87552
505 2318967
double.ebuildersnm@gmail.com

(AD) 0000059705
Everguard Roofing, LLC
512 Veranda Rd NW
Albuquerque, NM 87107
505-821-9543
joe@everguardroofing.com

(AE) 0000167639
Jaypen Construction LLC
dba Jeremy Martinez
101 B Paseo Nopal
Santa Fe, New Mexico 87507
505-920-0710
jeremy.jaypenconst@gmail.com

(AF) 0000047175
National Roofing Co. Inc.
6821 Academy Parkway West NE
Albuquerque, NM 87109
505-883-3000
estimating@nationalroofing.com

(AG) 0000064274
Progressive Services, Inc.
6320 2ndSt. NW
Albuquerque, NM 8709
505-341-3800
jaclyn.saiz@progressiveus.com

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(AH) 0000168093
Rhino Roofing, Inc
2121 Osuna Rd NE
Albuquerque, NM 87113
505 242 1602

rhinoroofingjolyn@gmail.com; rhinoroofingdavid@gmail.com

(AI) 0000163370
Ridgetop Roofing Inc.
PO BOX 10814
Albuquerque, NM 87184
505 980 2714
Ronzol7@aol.com

(AJ) 0000174893
Sunwest Roofing, LLC (Manuel Alvarado)
7026 1/2 2nd St NW
Albuquerque, NM 87107
505-890-5532
viri@sunwestroofing.com

(AK) 0000174836
TopTier Industries LLC (Jose Mendoza)
305 Bronco Buster Rd. SW
Deming, NM 88030
575 694 4024
jmendoza@toptier-ind.com

(AL) 0000051414
WWRC,Inc.
1716 W. 7th
Clovis, NM 88101
575-749-7685
wwrc@wwrcinc.com; ricky@wwrcinc.com; scotth@wwrcinc.com

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Specifications

The State of New Mexico wishes to establish a Statewide Price Agreement for Roofing Services available to all state agencies, local public bodies, state political subdivisions, and other state entities allowed by law (referred to herein as "user agency" or "State"), may procure from this price agreement.

Scope of Work

The work shall include, but not limited to removal of all existing defective or damaged roofing materials, all preparation work and lay-out needed/required for installation of new roofing materials and other roofing related work required to make the building weather tight. All materials used for repairs shall be compatible with the existing roofing systems involved, ranging from, but not limited to, built-up asphalt and gravel, PVC, EPDM, TPO, HYPALON, modified bitumen and metal roofing panels. Any repairs to the substrate and/or building interior due to water damage may be included. Asbestos/mold testing and removal may be covered. All work shall be installed in strict compliance with the manufacturer's requirements and roofing industry standards, by workers trained and certified by the applicable roofing materials manufacturer.

All work area(s) shall be maintained in a neat and workmanlike manner. The contractor shall provide all clean-up for its operations and control of all construction debris. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris. All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this contract. Foremen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the owner's scope of work and drawings for this project. Contractor shall provide quote separating materials, labor, per diem and mileage, bonds, permits, Gross Receipts Tax, and discounts. Contractor is responsible for any required permits and wage rates including the applications and costs. Any profit and overhead shall be rolled into the labor cost: it is not allowed as a markup. Subcontractor quotes may not be marked up and must be shown as quote line items. Rental equipment costs are allowed as well as temporary fencing and port-a-potties. The cost for stamped drawings, if not provided by the Owner, is allowed. The cost of subcontractors needed to remove and reconnect utility lines/equipment on the roof is allowed. Crane and scaffolding costs are allowed. The cost for materials may include shipping/delivery. Testing for wet sub-surfaces or leaks is an allowable cost.

Per diem: Contractor must agree to the maximum "Per Diem Rate" for any per diem charged to the procuring agency for contracted work as defined below:

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link:
https://www.gsa.gov/travel/plan-book/per-diem-rates

Mileage: One way per mile cost, per service (measured from contractor's office/shop to the requested job site, for travel in excess of 50 miles one way)

Contractor must agree to the maximum "Mileage Rate" for any mileage charged to the procuring agency for contracted work as defined below: "Mileage Rate" means Only the mileage from the dispatch to the customer site for repair orders for each mile traveled by vehicle as referenced in IRS standard mileage rates using link https://www.irs.gov/tax-professionals/standard-mileage-rates/

At the travel rate for that period/year travel was performed. Mileage calculation shall be evaluated with https://mapquest.com for reimbursement.

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

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

The contractor shall visit the site and compare the owner's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this contract.

The contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state. Agency can be billed for the sub-contractor without markup

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by vendors quote.

The contractor shall begin the work based on the priority identified by the using agency. Any delay beyond the stated completion date shall be upon agreement by the owner and the contractor.

Abatement: Where hazardous waste and/or asbestos abatement must be dealt with, the costs for that service shall be calculated by the pound.

Where work is to be conducted in a correctional or secured facility, security clearances and background checks that may be required by the facility for the contractor and its employees must be obtained prior to commencement of any work at that facility. The using agency reserves the right to deny any employee of the contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or well being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this agreement. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

Warranty- Roof

The contractor, making roofrepairs, shall provide a one (1) year workmanship warranty, with a manufacturer's warranty, for the new roofing materials, for ten (10) years. Provide a twenty (20) year, no dollar limit, manufacturer's warranty for new roofing systems. The contractor shall provide any necessary protective coverings needed to protect existing adjacent finishes. Should any damages occur, the contractor shall restore all existing adjacent finishes to their original condition.

Abatement:

Any time during the course of performing any work under this agreement the Contractor discovers the presence of asbestos or suspects that asbestos, mold, or hazardous material is present, the Contractor shall stop working immediately, secure the area, notify the Procuring Agency immediately and wait for positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of suspected material, then a mutually agreed

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extension of time to perform the work shall be allowed the Contractor, but without additional compensation due to the time extension. Work shall not proceed without a related work authorization cleared by the Procuring Agency.

Term

The tern of this agreement shall be for two (2) years from date of award with the option to extend for three (3) additional biennial periods, by mutual agreement of all parties. This price agreement shall not exceed eight (8) years.

Bids

Bids/or these services are requested on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work. The State anticipates awarding multiple contracts to cover the whole state. So local roofers are encouraged to bid on this ***1TB.*** *Mileage and per diem costs are allowable beyond 50 miles.*

Method of Award

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Determination for award shall be based upon the lowest total cost of all items listed and the bidder's abilities to meet the "minimum" and "submittal" requirements of the Invitation to Bid. This may be a multiple award contract. To be considered, the bidder MUST enter prices/costs for all of the items. If the bidder does not have any laborers, the bidder must still put an amount in fro that item number. Most of these projects will be over $60,000 and subject to State Department of Workforce Solutions wage rates so assume that that level of wages would have to be paid.

Tax

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by Utilizing Entity.

Escalation/Reduction Clause

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. *Requested price increases that exceed 10% will not be accepted. No* price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date ofreceipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage oflncrease
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

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Contractor shall provide the following information:
Contractor's New Mexico license no.
Contractor classification no.
New Mexico Business Identification Number (formerly CRS Number)
Federal Employer Identification Number (FEIN)

Item	Approx. Qty.	UOM	Article and Description	Unit Price
1	1	HR	Regular Working Hours- Foreman	AA: $85.00 AB: $95.50 AC: 42.50 AD: $174.00 AE: $155.00 AF: $95.00 AG: $127.93 AH: $36.30 AI: $45.00 AJ: $45.50 AK: $43.50 AL: $105.00
2	1	HR	After Working Hours- Foreman	AA: $85.00 AB: $112.00 AC: $55.00 AD: $184.00 AE: $185.00 AF: $115.00 AG: $150.99 AH: $54.45 AI: $55.00 AJ: $56.87 AK: $65.25 AL: $125.00

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
3	1	HR	Weekend Working Hours - Foreman	AA: $85.00 AB: $122.00 AC: $62.50 AD: $184.00 AE: $185.00 AF: $135.00 AG: $150.99 AH: $54.45 AI: $55.00 AJ: $56.87 AK: $65.25 AL: $125.00
4	1	HR	Holiday Working Hours - Foreman	AA: $85.00 AB: $132.00 AC: $75.00 AD: $194.00 AE: $225.00 AF: $155.00 AG: $150.99 AH: $54.45 AI: $55.00 AJ: $56.87 AK: $87.00 AL: $145.00
5	1	HR	Regular Working Hours - Roofer	AA: $85.00 AB: $82.30 AC: $38.00 AD: $162.00 AE: $85.00 AF: $85.00 AG: $122.65 AH: $36.30 AI: $37.00 AJ: $36.40 AK: $36.25 AL: $95.00

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
6	1	HR	After Working Hours - Roofer	AA: $85.00 AB: $102.00 AC: $45.00 AD: $179.00 AE: $110.00 AF: $105.00 AG: $143.41 AH: $54.45 AI: $47.00 AJ: $45.50 AK: $54.28 AL: $115.00
7	1	HR	Weekend Working Hours - Roofer	AA: $85.00 AB: $112.00 AC: $45.00 AD: $189.00 AE: $125.00 AF: $125.00 AG: $143.41 AH: $54.45 AI: $47.00 AJ: $45.00 AK: $54.38 AL: $115.00
8	1	HR	Holiday Working Hours - Roofer	AA: $85.00 AB: $122.00 AC: $50.00 AD: $189.00 AE: $150.00 AF: $145.00 AG: $143.41 AH: $54.45 AI: $47.00 AJ: $45.50 AK: $72.50 AL: $130.00

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
9	1	HR	Regular Working Hours - Laborer	AA: $50.00 AB: $76.60 AC: $32.50 AD: $166.00 AE: $70.00 AF: $75.00 AG: $122.65 AH: $15.99 AI: $25.00 AJ: $29.20 AK: $29.00 AL: $90.00
10	1	HR	After Working Hours - Laborer	AA: $50.00 AB: $96.60 AC: $32.50 AD: $176.00 AE: $85.00 AF: $95.00 AG: $143.41 AH: $23.99 AI: $35.00 AJ: $36.56 AK: $43.50 AL: $110.00
11	1	HR	Weekend Working Hours -Laborer	AA: $50.00 AB: $106.60 AC: $37.50 AD: $186.00 AE: $90.00 AF: $115.00 AG: $143.41 AH: $23.99 AI: $35.00 AJ: $36.56 AK: $43.50 AL: $110.00

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
12	1	HR	Holiday Working Hours -Laborer	AA: $50.00 AB: $110.20 AC: $40.00 AD: $196.00 AE: $110.00 AF: $135.00 AG: $143.41 AH: $23.99 AI: $35.00 AJ: $36.56 AK: $58.00 AL: $120.00
13	1	%	Discount offMSRP Material/Equipment	AA: 0.00% AB: 5.00% AC: 0.00% AD: 0.00% AE: 0.00% AF: 0.00% AG: 0.00% AH: 1.00% AI: 0.00% AJ: 2.50% AK: 0.00% AL: 0.00%
14	1	Pound	Disposal Cost	AA: $0.10 AB: $0.15 AC: $0.06 AD: $2.50 AE: $3.00 AF: $0.45 (minimum 2000 pounds) AG: $0.25 AH: $0.015 AI: $0.60 AJ: $0.25 AK: $0.05 AL: $0.20

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Item	Approx. Qty.	UOM	Article and Description	Unit Price
15	1	HR	Diagnostic Services	AA: $200.00 AB: $1,200.00 AC: $150.00 AD: $152.50 AE: $175.00 AF: $95.00 AG: $175.00 AH: $50.00 AI: $250.00 AJ: $150.00 AK: $90.00 AL: $135.00
16	1	EA	Per Diem Rate	AA: $125.00 AB: $130.00 AC: $175.00 AD: $135.50 AE: $175.00 AF: $185.00 AG: $211.00 AH: $190.00 AI: $295.00 AJ: $150.00 AK: $98.00 AL: $175.00
17	1	EA	Mileage Rate	AA: $0.65 AB: $2.00 AC: $1.00 AD: $1.65 AE: $2.00 AF: $1.30 AG: $0.65 AH: $0.655 AI: $0.65 AJ: $0.85 AK: $0.65 AL: $1.75

*****17 Awarded Items Total*****

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Certificate Of Completion

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Certificate Pages: 5
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Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Envelope Originator:
Clarke Fountain
1100 S Saint Francis Dr
Santa Fe, **NM** 87502

ClarkeJ.Fountain@gsd.nm.gov
IP Address: 164.64.63.2

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8/8/2023 3:29:23 PM
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Storage Appliance Status: Connected

Holder: Clarke Fountain
ClarkeJ.Fountain@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@gsd.nm.gov **New** Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent 8/8/2023 3:31:16 PM Viewed: 8/8/2023 3:33:37 PM Signed: 8/8/2023 3:33:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Clarke Fountain clarkej.fountain@gsd.nm.gov Procurement Specialist **New** Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent 8/8/2023 3:33:54 PM Viewed: 8/8/2023 3:34:45 PM Signed: 8/8/2023 3:34:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 173.187.23.194 Signed using mobile	Sent 8/8/2023 3:34:54 PM Viewed: 8/8/2023 3:35:16 PM Signed: 8/8/2023 3:35:40 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2023 3:31:16 PM
Certified Delivered	Security Checked	8/8/2023 3:35:16 PM
Signing Complete	Security Checked	8/8/2023 3:35:40 PM
Completed	Security Checked	8/8/2023 3:35:40 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD),** please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

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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.

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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.

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- 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: ADFF2011-03D4-4796-A23A-786CD926D389

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
10 vendors

Number: **30-00000-23-00051**

Amendment No.: Two

Term: August 11, 2023 - August 10,2026

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

Procurement Specialist: John DeSha JD

Telephone No.: (505) 660-3671

Email: johnny.desha@gsd.nm.gov

Title: **Roofing 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 August 11, 2025 to August 10, 2026 at the same price, terms and conditions.

Except for the following Vendors: (AG) Progressive Services Inc. and (AK) TopTier Industries Inc.

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: 8/11/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

MS

Certificate Of Completion

Envelope Id: ADFF2011-03D4-4796-A23A-786CD926D389
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:

Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Envelope Originator:
Johnny DeSha
1100 S Saint Francis Dr
Santa Fe, NM 87502

johnny.desha@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
8/11/2025 10:34:17 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Johnny DeSha
johnny.desha@gsd.nm.gov
Pool: StateLocal
Pool: General Services Department

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/11/2025 10:35:31 AM Viewed: 8/11/202510:37:25AM Signed: 8/11/2025 11:04:27 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821dB		
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	JD Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/11/2025 11:04:28 AM Viewed: 8/11/2025 11:06:15 AM Signed: 8/11/2025 11:06:27 AM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director/ State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/11/2025 11:06:28 AM Viewed: 8/11/2025 11:13:43 AM Signed: 8/11/2025 11:13:53 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/11/202510:35:31 AM
Envelope Updated	Security Checked	8/11/2025 10:49:29 AM
Envelope Updated	Security Checked	8/11/2025 10:49:29 AM
Envelope Updated	Security Checked	8/11/2025 10:49:30 AM
Envelope Updated	Security Checked	8/11/2025 10:49:30 AM
Certified Delivered	Security Checked	8/11/2025 11:13:43 AM
Signing Complete	Security Checked	8/11/2025 11:13:53 AM
Completed	Security Checked	8/11/2025 11:13:53 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

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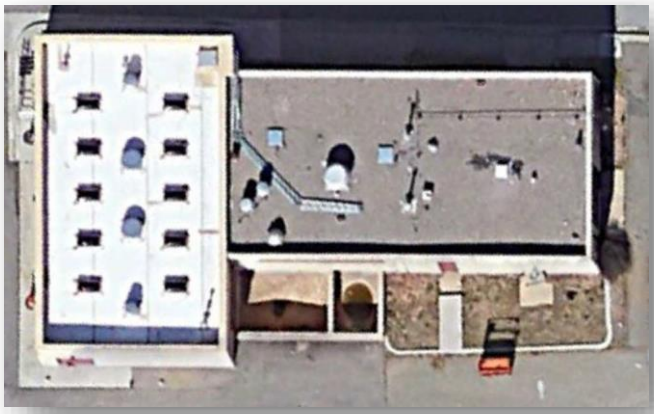
ALWAYS ON TOP OF IT
NATIONAL ROOFING
6821 ACADEMY PARKWAY W. NE ALBUQUERQUE, NM 87109
P 505 883 3000 F 505 883 1719 INFO@NATIONALROOFING.COM
NATIONALROOFING.COM

September 16, 2025

TO: City of Santa Fe
Wastewater Management Division
Attn: Leroy Alvarado
73 Paseo Real
Santa Fe, NM 87507

From: National Roofing Co.
6821 Academy Parkway West NE
Albuquerque, NM 87109

RE: Re-Roof Facility
GSA #30-00000-23-00051
WWTP Conference Room



Mr. Alvarado:

In accordance with your request, National Roofing Co. (NRC) inspected the roof at the above referenced location to provide a replacement estimate. Accordingly, we propose the following.

EXISTING ROOF ASSEMBLY - FINDINGS

We inspected this commercial facility and noted these issues.

- Existing Roof System is a Built-up roofing assembly over approximately 5" of perlite over concrete.
- We presume that the roof Slope is created by tapered perlite descending towards internal drains.

- Base-to-wall Flashings current terminate under a two-piece Metal Counter flashing mounted to the inner parapet walls.

- Roof Drainage is to internal, standard primary with separate scupper drain assemblies.

- Parapets show signs of extreme deterioration caused by destructive UV rays and temperature swings.

CONSPECTUS – ROOFING REPLACEMENT

This building has two roof assemblies in place. Current building code will not allow the application of a third system. We propose removing the existing system, and installing a new, warranted Roof Assembly. The full assembly will receive a Manufacturer's Twenty (20) year Standard Form System Warranty with an Installers Two (2) year.

Roof Replacement Process – Thermoplastic Polyolefin Membrane

- Parapets and Penetration Flashings will be removed, and substrates prepared for new Flashings.
- Existing Field Membrane and Insulation will be removed and hauled off site for disposal.
  - Only as much area will be disabled as can be made weathertight by the end of each workday
- A new, High Density Polyisocyanurate coverboard, Insulation and Taper system will be installed, adhesive attached to the Structural Concrete Deck.
- A new sixty (60) mil White Thermoplastic Polyolefin (TPO) membrane will be installed utilizing TPO bonding adhesive.
- New sixty (60) mil White TPO membrane will be installed on inner parapets terminating approximately twelve (8) inches vertically up from the field under counterflashing.
- Roof Curbs, Penetrations, Parapets and Drains will be flashed in accordance with manufacturer's written instructions for warranty issuance.

Mechanical and Electrical Process – Removal and Replacement

- Gas/Electrical/disconnect all exhaust units
- Raise all units to allow for new curb flashing
- Units lowered over new curb flashing
- Gas reconnect/pressurization/testing of all units
- Electrical reconnect/testing off all units
- Removal of (5) abandoned units/curbs
- Remove lightning protection system
- Raise ridged conduit
- Raise junction box
- Install new overflow drains (4)
- Lower preexisting drains (2)
- Install new scupper drains (2)
- Demo abandoned conduit
- Demo abandoned exhaust vent

Stucco Re-coat Process (Inner parapet over to outer parapet down to tile frieze)

- Power wash entire area to remove debris and loose stucco and paint
- Patch all holes/voids and level to existing surface
- Add metal lath to areas that will receive recoat
- Apply FRS base coat
- Install water resistant parapet system using fiberglass mesh and resin
- Apply NCB base coat
- Apply primer before installation of finish
- Hand trowel synthetic stucco finish (Mojave Sand)
- Clean up and haul off remaining debris

Schedule, Access, and Additional Information

- We anticipate the upper roof to take approximately three (3) weeks to complete, weather permitting.
  - Access will be as shown - if acceptable.
  - Our goal would be to inconvenience building occupants as little as possible.

Pricing

BID AMOUNTS	
As of publication date, material lead times for larger orders can be excessive. Material Pricing is stabilizing, but National Roofing reserves the right to recover costs for material price increases that may occur when procurement durations are extended (see below**) **We are utilizing published pricing for ship date good to October 16, 2025**	
BASE BID -Removal and replacement of existing roofing	**Price**
• GSA #30-00000-23-00051 • Prevailing State Wages utilized in pricing • Santa Fe reroof Permit • 60 mil TPO regular smooth membrane adhered over coverboard, provide a 20-year warranty. • Santa Fe Tax @ 8.1875%	**TPO Roofing** $201,937.00 **MEP** $70,311.00 **Stucco** $25,654.00 **Permit** $3,984.00 **Bonds** $3,807.00 **Tax** $25,029.00 **Total** $330,722.00

Taxes, Miscellaneous Fees and Warranty Fees

- Commercial re-roof permit fees are included.
  - All Fees are subject to invoice.

General Liability Insurance with the following limits

- Insurance limits exceeding New Mexico statutory requirements.
- $1,000,000.00 per occurrence general liability.
- $2,000,000.00 general aggregate.
- $2,000,000.00 completed operations.
- $5,000,000.00 excess/umbrella liability.

Workmen's Compensation Insurance with the following limits:

- $2,000,000.00 employer's liability per accident
- $2,000,000.00 employer's liability for disease per employee
- $2,000,000.00 employer's liability for disease policy limit

Training and Safety

- Compliance with all OSHA safety policies.
- Independent safety inspections are conducted by a third-party consultant, when requested.
- Our crews have OSHA 10 training.
- Entire crew has safety and fall protection training.
- Key personnel are CPR certified.
- Every crew has a minimum 2 safety monitors.

Pricing Excludes:

- Non-scheduled work hours
- Moisture or Asbestos Testing, SWPPP or BIM Costs
- Manufacturer's Shop Drawings
- Interior protection or repair to interior when damage is caused by normal execution of roofing or re-roofing activities
- Bid amount includes flashing at penetrations indicated on Documents - Pipes, vents, curbs and curb insulation, hatches and ladders are not included unless noted otherwise
- Products, materials, installations not specifically included in the Scope of Work above.

Submitted Prices are Subject to the Following terms and Conditions:

- We have anticipated needing one mobilization to complete our work - NRC will negotiate for additional mobilizations if required by factors outside our control.
- Our standard work week is four 10-hour days. This Bid is based on a final project schedule that allows a reasonable time to complete the Work in an efficient manner. Roof activities may be delayed due to environmental conditions that result in unsafe working conditions and those that would adversely affect system installation. Subcontractor shall be entitled to an equitable adjustment in the price of the work resulting from any change of schedule, acceleration of work, or out of sequence work required as a result of factors outside of our control. National Roofing shall not be responsible for damage or delay caused by circumstances beyond its reasonable control.
- Final Contract terms will be subject to review upon Notice of Award; fees are based on the assumption that this Bid Abstract will constitute part of the Agreement between National Roofing and the Owner - Owner Entity
- National Roofing utilizes Construction Billing Cycles or Progress Billing on projects that have a production duration of thirty (30) days or more. Billings are submitted on or around the 25th of each month, projected through the end of that month, payable by the 10th next month.
- Material pricing utilized at time of bid will be provided with our submitted Schedule of Values for reference and to establish a baseline for material orders. Comparison with material billing upon shipment and receipt may result in Contract Price adjustments. Please note that impending Trade Tariffs may have impacts on construction materials. Increases do to material shortages, increased costs or other reasons out of National Roofing's direct control will be the responsibility of the final purchaser of goods and services from National Roofing.

Notice:

- National Roofing shall not be liable for any claims or damages arising from or related to deficiencies in existing drainage conditions. Roofer's work does not include evaluation of the adequacy of the existing drainage components (for example, sizing and placement of existing scuppers); nor does the building code require compliance with current plumbing codes when existing drainage elements are not modified. National Roofing may make recommendations to improve drain conditions if potential deficiencies are detected during the course of roofing operations.
- Additionally, tapered insulation above deck (if included in scope) may not compensate for all low points in an existing roof; National Roofing shall not be liable for ponding water due to existing imperfections in the roof deck. If obvious deflection or low spots are noted in the existing deck after existing roof tear off,

additional tapered insulation may be required to achieve positive drainage.

- Unless specifically noted elsewhere, addition of drains or scuppers for improved drainage, or supplemental insulation required to compensate for unseen imperfections is not part of the base bid and will be offered as a change order for consideration prior to installation.

We can be contacted at (505) 883-3000 to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Sincerely,

Douglas Harrison
Roofing System Estimator
505-883-3000 office, 505-998-2304 desk, 505-259-2808 cell
douglash@nationalroofing.com

Lori Gunnare, CBDO
Director of Business Development
505-883-3000 office, 505-998-2325 desk, 505-252-2707 cell
lorig@nationalroofing.com

City of Santa Fe Wastewater Treatment Plant

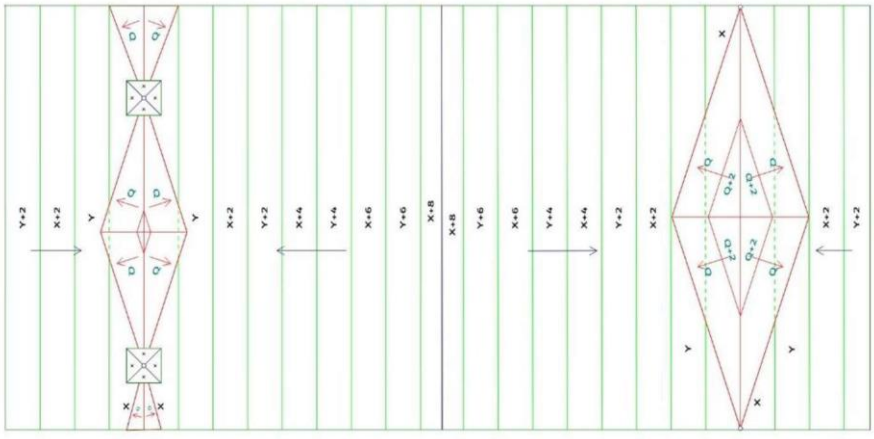
Conference Room- Re-Roof

National Roofing

Cost driving factors

- Insulation is saturated and needs to be Removed. Code requires insulation with R-30 value to be reinstalled.

- Slope is entirely in the current taper assembly and must be removed. A new taper system with¼"/ 12"has been added for proper drainage flow. *(See below for new assembly layout)*



- Drains will be removed, and scupper wall drains will be replaced. Code requires overflow drainage to be added in instances where the drains are moved or replaced. (4) overflow drains will be added to the current.

- Parapets are cracked in many places allowing for water infiltration into the parapet walls and roof assembly. Parapets will need to be re-stuccoed in order to provide a warranted new roofing assembly.

- Electrical vault and connecting conduit will need to be raised in order to accommodate for the rise in the taper insulation system.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2025

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
Downey & Company
6565 AMERICAS PARKWAY NE
SUITE 750
ALBUQUERQUE NM 87110

CONTACT NAME: Susan Grant
PHONE (A/C, No, Ext): (505) 980-9177 **FAX (A/C, No):**
E-MAIL ADDRESS: sgrant@downeyandco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : The Continental Insurance Company	13188
INSURER C : Columbia Casualty Company	31127
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
National Roofing Co., Inc.
6821 Academy Parkway W. NE
Albuquerque NM 87109

COVERAGES **CERTIFICATE NUMBER:** 25/26 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 CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			7011952454	05/01/2025	05/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7011969142	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			7012132938	05/01/2025	05/01/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7011969173	05/01/2025	05/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability / Pollution Liability			CEO8019340623	05/01/2025	05/01/2026	Each Occurrence General Aggregate Self-Insured Retention	$2,000,000 $2,000,000 $10,000

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

RE: All Projects

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

Christian B Searcy

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GB-NATIONAL_ROOFING

Final Audit Report 2025-11-10

Created:	2025-11-06
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAidvGUNUYgPgi8R61p3Gnpi8EpDE1W9Ct

"GB-NATIONAL_ROOFING" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-06 - 3:46:23 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-06 - 3:49:13 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-06 - 4:44:07 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-06 - 4:44:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-06 - 4:44:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-06 - 4:48:06 PM GMT- IP address: 98.97.112.143

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-11-07 - 5:01:23 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-10 - 1:51:23 AM GMT - Time Source: server- IP address: 98.97.112.143

Agreement completed.
2025-11-10 - 1:51:23 AM GMT

CITY OF SANTA FE
FIRE DEPARTMENT

November 12th, 2025

Firework Permit Number

2025-0005

ATTN: CITY OF SANTA FE, WESTERN ENTERPRISE,
KIWANIS CLUB OF SANTA FE

RE: SANTA FE NEW YEARS EVE
LA FONDA ROOFTOP/ SANTA FE PLAZA
100 E SAN FRANCISCO ST

This firework display permit shall be officially recognized if the following conditions are complied with the IFC 2015 Section 105.6.15:

1. Permission is granted for **Article, Pyrotechnic 1.4G, UN 0431, (for professional use ONLY)**
2. Shall provide this firework permit signed by the Fire Marshal/ Fire Code Official filled out on site for verification.
3. Site map with firing site(s), drop zone distances, and safe zone distances.
4. Shall provide no smoking signs.
5. Shall include date, time, and location on site map.
6. List of all fireworks to be used with their descriptions.
7. As soon as fireworks arrive on site, they will not be left unattended under any circumstances.
8. In the event of unfavorable wind conditions, the firework display will be postponed until favorable wind conditions exist (wind conditions not to exceed 10 mph).
9. If **any** of the above requirements are **NOT FOLLOWED**, this firework permit **will be REVOKED** by the fire code official. The applicant acknowledges and agrees to this statement and all requirements listed above.

Fire Chief/ Fire Code Official

November 12th, 2025

October 29, 2025

Chief Brian Moya &
Fire Marshal Geronimo G. Griego
Santa Fe Fire Department

Re: Fireworks Permit application for Santa Fe 2025 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, 2025, 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, 2025

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, 2025

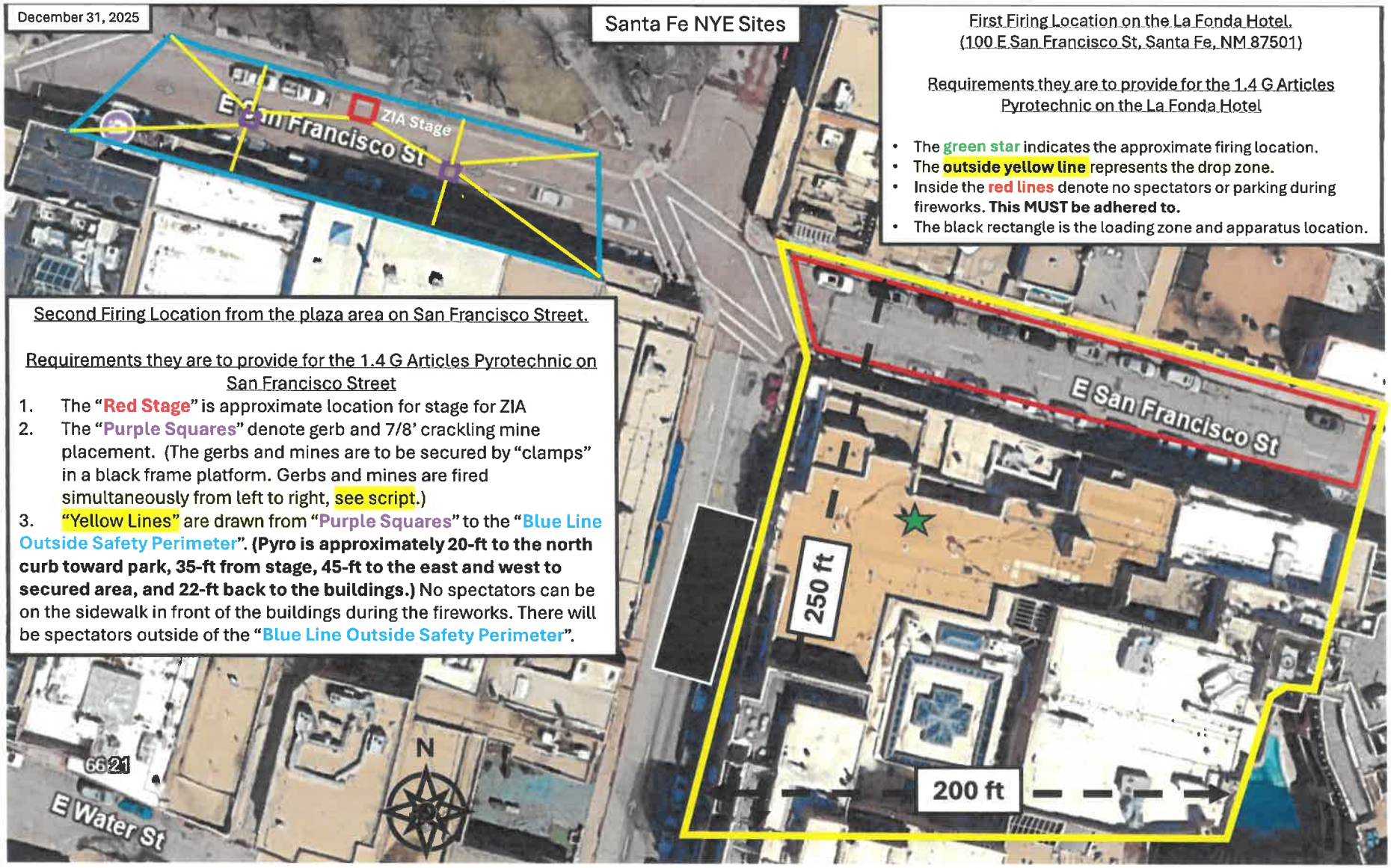
START TIME OF DISPLAY: Midnight 12:00 END TIME OF DISPLAY: 12:08am

ADDITIONAL INFORMATION, SECONDARY CONTACT, ETC.:

Sarah Pecha 580-855-2203

APPLICANT SIGNATURE: _____ DATE: 10/29/25

☐ 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


December 31, 2025
Santa Fe NYE Sites
ZIA Stage
E San Francisco St
First Firing Location on the La Fonda Hotel.
(100 E San Francisco St, Santa Fe, NM 87501)
Requirements they are to provide for the 1.4 G Articles Pyrotechnic on the La Fonda Hotel
• The green star indicates the approximate firing location.
• The outside yellow line represents the drop zone.
• Inside the red lines denote no spectators or parking during fireworks. This MUST be adhered to.
• The black rectangle is the loading zone and apparatus location.
Second Firing Location from the plaza area on San Francisco Street.
Requirements they are to provide for the 1.4 G Articles Pyrotechnic 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 to right, see script.)
3. "Yellow Lines" are drawn from "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 the 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".
E San Francisco St
250 ft
200 ft
N
E Water St

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

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 Company	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Western Enterprises, Inc.
13513 W. Carrier Road
Carrier OK 73727

COVERAGES **CERTIFICATE NUMBER:** 1120214632 **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		GCI0010180-251	2/15/2025	2/15/2026	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			GCD0010075-251	2/15/2025	2/15/2026	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-001-000247418-06	2/15/2025	2/15/2026	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / 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	$

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, 2025-January 1, 2026

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
Effective February 1990, and subsequent amendment (1997 & 1999)

Western Enterprises, Inc.
13513 W. Carrier Road
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"

J. Wilson

ISSUED BY THE STATE FIRE MARSHAL'S DIVISION

DATE OF ISSUE: 02/24/2025

2025
Expires 01/31/2026

CLASS B DISTRIBUTOR LICENSE

#25-4-004

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 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **5-OK-047-23-7D-00004**
Chief, Federal Explosives Licensing Center (FELC): Mama Howard	Expiration Date: **April 1, 2027**

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: James V. Burnett
Position/Title: President
Printed Name: James V. Burnett
Date: 6/3/2024

Mailing Address (Changes? Notify the FELC of any changes.)
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727-

Previous Edition is Obsolete
WESTERN ENTERPRISES INC:13513 W CARRIER ROAD:73727:5-OK-047-23-7D-00004:April 1, 2027:23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

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
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

July 14, 2025

In reply refer to:
USDOT Number: 203517

JAMES V. BURNETT
PRESIDENT
WESTERN ENTERPRISES INC
PO BOX 60
CARRIER, OK 73727

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-203517-OK-HMSP
Effective Date: July 14, 2025

Dear JAMES V. BURNETT:

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 July 14, 2025 and remain effective through July 31, 2027 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

NOTICE OF CLEARANCE

08/11/2025

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 08/11/2025

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
0017 CONNELLY, KEVIN JOHN	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
0026 FLORES, MATTHEW PLACIDO	Cleared
0027 FLORES, NICOLAS STEVEN	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]	Cleared
[redacted]

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

PERMIT #: SGFOW054
CONNELLY KEVIN J
PO BOX 780872
WICHITA KS 67278

Is Granted This Permit 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, 2014 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 Permit is valid unti 5/23/2029 unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5

Issued: 5/23/2025
Expires: 5/23/2029

Wally Roberts
Chief of Investigation

Operators must carry this card. Please cut on solid line

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

Permit #: SGFOW054
As:Fireworks Public Display Operator

To: CONNELLY KEVIN J
WICHITA KS 67278
Issued: 5/23/2025 Expires: 5/23/2029

Wally Roberts
Chief of Investigations

Cue	Qty	Size	Shell	Comment
3-12	1	19mm	10-shot/10-sec Gold Crossette w/tail (RES)	La Fonda
3-1	1	22MM	20 Shot 10 Sec Blue Crossette (Santore)	La Fonda
4-13	1	22MM	20 Shot 10 Sec Silver Crossette (Santore)	La Fonda
5-8	1	22MM	20-shot/10-second Red Crossette Plate (Santore)	La Fonda
6-6	1	22MM	20-shot/10-second Red Crossette Plate (Santore)	La Fonda
6-6	1	22MM	20-shot/10-second Silver Crossette Plate (Santore)	La Fonda
5-5	1	25MM	15-shot/30-sec Gold to Green Comet Plate (Skyworks)	La Fonda
1-14	1	25MM	2x5 (20-second) Five Color Comet Fan Plate (Skyworks	La Fonda
4-3	1	25MM	3x3 (10-second) Red Comet (Skyworks)	La Fonda
1-12	1	25MM	5x3 (5-second) Five Color Change Comet (Skyworks)	La Fonda
5-11	1	25MM	5x3 (5-second) Purple Comet Plate (Skyworks)	La Fonda
3-14	1	25MM	8 Shot 10 Sec Silver Crossette (RES)	La Fonda
1-8	1	25MM	8-shot/15-second White Flitter Comet (new Santore)	La Fonda
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 Glittering Crackler Crossette (Santore)	La Fonda
2-7	1	30MM	8 Shot 15 Sec White Flitter COMET (Santore)	La Fonda
3-5	1	30MM	8 Shot 15 Sec White Flitter Crossette (Santore)	La Fonda
4-6	1	30MM	8 Shot/15 Sec Glittering Crackler Crossette (Santore)	La Fonda
6-11	1	30MM	8-shot/15-sec Glittering Crackle Crossette(Santore)	La Fonda
1-15	1	30MM	8-shot/15-sec Gold Crossette Plate (Spain, Ricasa)	La Fonda
3-8	1	30MM	8-shot/15-sec Gold Crossette Plate (Spain, Ricasa)	La Fonda
6-10	1	30MM	8-shot/15-sec Green Crossette (Santore)	La Fonda
6-9	1	30MM	8-shot/15-sec Purple Crossette Plate (Santore)	La Fonda
2-3	1	30MM	8-shot/15-sec White Flitter Crossette Plate (Santore)	La Fonda
2-6	1	30MM	8-shot/15-second Blue Crossette Plates (Santore)	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
	5			
6-1	1	30MM	8-shot/15-second Glittering Crackle Crossette (Santore)	La Fonda
6-2	1	30MM	8-shot/15-second Glittering Crackle Crossette (Santore)	La Fonda
3-2	1	30MM	8-shot/15-second Gold Crossette Plates (Spain Ricasa)	La Fonda
2-9	1	30MM	8-shot/15-second Gold Flitter Crossette (Santore)	La Fonda
5-6	1	30MM	8-shot/15-second Gold Glitter Crossette Plate (Santore)	La Fonda
2-13	1	30MM	8-shot/15-second Green Comet (Santore)	La Fonda
3-7	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
4-12	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
5-9	1	30MM	8-shot/15-second Green Comet Plate (Santore)	La Fonda
1-4	2	30MM	8-shot/15-second Green comet Plates (Santore)	La Fonda
	6			
4-10	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
4-14	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
	5			
2-5	1	30MM	8-shot/15-second Red Comet Plate (Santore)	La Fonda
6-5	1	30MM	8-shot/15-second Red Comet Plate (Santore)	La Fonda
1-9	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
2-12	1	30MM	8-shot/15-second Red Crossette (Santore)	La Fonda
5-12	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 (Santore)	La Fonda
5-3	1	30MM	8-shot/15-second Red Crossette Plate (Santore)	La Fonda
	6			
2-15	1	30MM	8-shot/15-second White Flitter Comet (Santore)	La Fonda
3-15	1	30MM	8-shot/15-second White Flitter Comet Plate (RES)	La Fonda
5-13	1	30MM	8-shot/15-second White Flitter Comet Plate (Santore)	La Fonda
6-5	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
5-1	1	30MM	8-shot/15-second White flitter Crossette Plates (Santore)	La Fonda
6-14	2	30MM	8-shot/2-Second Finale Crossette Plates (RES)	La Fonda
7-2	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-4	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-6	2	38MM	Crackling Mine (showtime, FOA)	La Fonda

7-8	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
7-10	2	38MM	Crackling Mine (showtime, FOA)	La Fonda
1-5	2	38MM	Crackling Mine (showtime/foa)	La Fonda
1-6	2	38MM	Crackling Mine (showtime/foa)	La Fonda
3-9	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
3-10	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
4-4	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
4-5	2	38MM	Crackling Mine (showtime/FOA)	La Fonda
	22			
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
4-8	2	40MM	1-shot Purple Mines (Ricasa Spain)	La Fonda
	8			
4-1	1	40MM	2 x 4 (15-second) Blue Mine Plate (Skyworks)	La Fonda
4-15	1	40MM	2 x 4 (15-second) Red Mine Plate (Skyworks)	La Fonda
3-11	1	40MM	2X4 15 Sec Red>Blue Mine Fan	La Fonda
2-4	1	40MM	2x4 Red Fan Plate (skyworks)	La Fonda
5-2	1	40MM	3x3 Green to Purple Mine Fan Plate (Skyworks)	La Fonda
2-11	1	40MM	3x3/15-second Blue Mine Plate (Skyworks)	La Fonda
7-3	1	40MM	5-shot fan Orange Mine Plate (Skyworks)	La Fonda
7-1	1	40MM	5-shot fan Purple Mine Plate (Skyworks)	La Fonda
2-1	1	40MM	8 Shot Red Comet/Crackling Mine to Crack Comet (new)	La Fonda
6-7	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-8	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-12	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-13	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
6-15	1	40MM	8-shot Red Comet/Crackling Comet Plates (Ricasa Spain)	La Fonda
	5			
4-11	1	40MM	8-shot/8-second Red Comet/Crackle/Red (Ricasa 2024)	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
	4	each	8-second/20-ft Silver Gerbs	Plaza Site
	6	each	Crackling Mines (RES)	Plaza Site
7-5	1	M-25	Hammer Finale	La Fonda
7-7	1	M-25	Hammer Finale	La Fonda
7-9	1	M-25	Hammer Finale	La Fonda

6-3	1	M-50	Thunder King Barrages — 30MM	La Fonda
6-4	1	M-50	Thunder King Barrages — 30MM	La Fonda
1-3	1	M-50	Thunder King barrage — 30MM	La Fonda
1-13	1	M-50	Thunder King barrage — 30MM	La Fonda
1-1	2	Strings	Niagara Falls	Plaza Site
			Packing Department: please send roof protection	
			Send roll linoleum for roof protection	

City of Santa Fe, New Mexico

Memorandum

DATE: November 14, 2025

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

VIA: Jesse Roach, Interim Public Utilities Department Director

FROM: John Del Mar, Water Division Engineering Supervisor

CC: Jonathan Montoya, Interim Water Division Director

RE: BAR for Carollo On-call Engineering Services

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of $2,005,000 from the Water Enterprise Cash Fund to Water WIP Design for on-call engineering services for Carollo Engineers Inc. (John Del Mar, jpdelmar@santafenm.gov, 505-955-4231)

BACKGROUND AND SUMMARY:

This BAR is needed to fund on-call engineering services from Carollo Engineers Inc. for FY 26. Carollo was procured via RFP in August of 2023. The Water Division currently has over $150M in capital improvement projects either in construction or in the planning and design phase. Projects include dam safety improvements at two reservoirs, numerous water treatment plant repairs and upgrades, new pipelines for long term water security, and replacement of aging water distribution infrastructure. In addition to CIP, the water Division manages a complex water system with multiple sources, planning needs, and operating modes. The Water Division relies on on-call engineering services for specialized expertise and general support.

This BAR adds funds to the contract amount that was originally processed when the contract was initiated and also replaces the carry-over BAR from FY25 to FY26 in order to provide more detailed budgeting information pursuant to Ordinance 2025-10.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204172. The original contract date was August 14, 2023.

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Water Division	11/14/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design, CRWTP Trough & Tube Setter Replacement	5050395	572960	WTR1950524	1,200,000	
CIP WIP Design, Hydraulic Model Improvements	5050395	572960	WTR2550514	20,000	
CIP WIP Design, SJC Return Flow Pipeline Project	5050395	572960	WTR2050501	710,000	
CIP WIP Design, Technical Services-WTR	5050395	572960	WTR2550507	75,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,005,000	$ -

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

BAR is needed to fund On-call engineering services from Carollo Engineers Inc.

Munis #3204172

Item #23-0513

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(2,005,000)
TOTAL:	**(2,005,000)**

Amanda Britt — 11/14/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jesse Roach (Nov 14, 2025 08:58:55 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

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

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

Memorandum

DATE: October 30, 2025

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

VIA: Jesse Roach, Interim Public Utilities Department Director

FROM: John Del Mar, Water Division Engineering Supervisor

CC: Jonathan Montoya, Interim Water Division Director

RE: BAR for Hazen and Sawyer On-call Engineering Services

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of $1,060,000 from the Water Enterprise Cash Fund to Water WIP Design for on-call engineering services for Hazen and Sawyer. (John Del Mar, jpdelmar@santafenm.gov, 505-955-4231)

BACKGROUND AND SUMMARY:

This BAR is needed to fund on-call engineering services from Hazen and Sawyer for FY 26. Hazen and Sawyer were procured via RFP in August of 2023. The Water Division currently has over $150M in capital improvement projects either in construction or in the planning and design phase. Projects include dam safety improvements at two reservoirs, numerous water treatment plant repairs and upgrades, new pipelines for long term water security, and replacement of aging water distribution infrastructure. In addition to CIP, the water Division manages a complex water system with multiple sources, planning needs, and operating modes. The Water Division relies on on-call engineering services for specialized expertise and general support.

This BAR adds funds to the contract amount that was originally processed when the contract was initiated and also replaces the carry-over BAR from FY25 to FY26 in order to provide more detailed budgeting information pursuant to Ordinance 2025-10.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204162. The original contract date was August 14, 2023.

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	11/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design, SJC Return Flow Pipeline Project	5050395	572960	WTR2050501	125,000	
CIP WIP Design, Technical Services - WTR	5050395	572960	WTR2550507	75,000	
CIP WIP Design, Asset Management Plan Implementation	5050395	572960	WTR1950527	160,000	
CIP WIP Design, Demand and Water Resources Dashboards	5050395	572960	WTR2550520	95,000	
CIP WIP Design, Santa Fe Water 2100	5050395	572960	WTR2550519	150,000	
CIP WIP Design, Water Conservation and Drought Plan	5050395	572960	WTR2550512	75,000	
CIP WIP Design, Priority Line Replacement	5050395	572960	WTR2550521	305,000	
CIP WIP Design, Wellfield Technical Hydro Services	5050395	572960	WTR2550518	75,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,060,000	$ -

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

BAR is needed to fund on-call engineering services from Hazen and Sawyer for FY26

Munis Contract #3204162

Item# 23-0516

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,060,000)
TOTAL:	**(1,060,000)**

Amanda Britt — 11/7/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jesse Roach
Jesse Roach (Nov 12, 2025 17:03:16 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

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

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

Memorandum

DATE: November 7, 2025

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

VIA: Jesse Roach, Interim Public Utilities Department Director

FROM: John Del Mar, Water Division Engineering Supervisor

CC: Jonathan Montoya, Interim Water Division Director

RE: BAR for AECOM On-call Engineering Services

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Budget Amendment Resolution (BAR) in the amount of $1,480,000 from the Water Enterprise Cash Fund to Water WIP Design for on-call engineering services for AECOM Technical Services. (John Del Mar, jpdelmar@santafenm.gov, 505-955-4231)

BACKGROUND AND SUMMARY:

This BAR is needed to fund on-call engineering services from AECOM Technical Services, Inc. for FY 26. AECOM was procured via RFP in August of 2023. The Water Division currently has over $150M in capital improvement projects either in construction or in the planning and design phase. Projects include dam safety improvements at two reservoirs, numerous water treatment plant repairs and upgrades, new pipelines for long term water security, and replacement of aging water distribution infrastructure. In addition to CIP, the water Division manages a complex water system with multiple sources, planning needs, and operating modes. The Water Division relies on on-call engineering services for specialized expertise and general support.

This BAR adds funds to the contract amount that was originally processed when the contact was initiated and also replaces the carry-over BAR from FY25 to FY26 in order to provide more detailed budgeting information pursuant to Ordinance 2025-10.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204146. The original contract date was August 14, 2023.

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	11/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design, Nichols Outlet Conduit Rehabilitation	5050395	572960	WTR1950508	150,000	
CIP WIP Design, Snowmelt Prediction Tool	5050395	572960	WTR2550511	35,000	
CIP WIP Design, McClure-Repogle Flume & Channel	5050395	572960	WTR2550506	20,000	
CIP WIP Design, Technical Services- WTR	5050395	572960	WTR2550507	75,000	
CIP WIP Design, McClure OW and Embankment Rehab 2024	5050395	572960	WTR2550508	1,200,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,480,000	$ -

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

BAR is needed to fund on-call engineering services from AECOM Technical Services, Inc. for FY26

Munis Contract #3204146

Item# 23-0509

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,480,000)
TOTAL:	**(1,480,000)**

Amanda Britt — 11/7/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jesse Roach (Nov 14, 2025 09:53:44 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

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

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: November 18, 2025

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director Timothy Farrell

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 18, 2025 15:57:05 MST)
Brian Moya, Fire Chief BRIAN MOYA

Subject: Capital Appropriation Agreement Project 25-J4367 for Fire Station Facilities

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4367 Improvements to Fire Station Facilities in the Total Amount of $3,955,050 with a Reversion Date of June 30, 2027. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,955,050 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded State Grant for Capital Appropriation Project 25-J4367 in the amount of $3,955,050 to plan, design, construct, renovate, furnish, and equip fire station facilities in Santa Fe. The Facilities Division is currently working with the Fire Department to identify necessary improvements to existing fire station facilities to utilize this State Grant.

This appropriation does not require an allocation for Art in Public Places (AIPP) and the total of $3,955,050 is available for project budget allocations. All funds are expected to be expended prior to the June 30, 2027, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:
Grant Agreement NMDFA 25-J4367
PLID Form
BAR

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 369, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4367** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 369, Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents, $3,955,050.00, The unexpended balance of the appropriation to the local government division in Subsection 447 of Section 28 of Chapter 199 of Laws 2023 to plan, design, construct, furnish and equip fire station 2, including infrastructure, for Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, consruct, renovate, furnish and equip fire station facilities in Santa Fe in Santa Fe county. The time of expenditure is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $3,955,050.00 Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $3,955,050.00 Three Million Nine Hundred Fifty-Five Thousand Fifty Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event 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:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. 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 after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

c. 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.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. 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

B. 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 Oster

Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. 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: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or

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

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. 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)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. 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.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. 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.
d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. 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 and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to 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:

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

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to 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:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. 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;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Sep 30, 2025 11:31:30 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Sep 30, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Cater

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.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

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: $ 0.00

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: Grant Manager

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.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/27/2025

Project Title: Fire Station Facilities Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2432001

Grant ID: S2430/S2559

Approved By: ERIKA LUJAN (Oct 28, 2025 12:50:16 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Various PMs Ext: 5930

FORM SUBMITTED BY D CALABAZA

Project Date Range: 10/27/2025 to 06/30/2028 ☐ Create Fixed Asset

---

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

Funding Source: NMDFA 25-J4366 % of Funding: 100

MUNIS ORG: 3209980 MUNIS OBJ: ~~490150~~ 490210 Awarded Amount: $247,500

Funding Source: NMDFA 25-J4367 % of Funding:

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $3,955,050.00

ERIKA LUJAN (Nov 20, 2025 10:15:46 MST)

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: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable): GRANTS/PROJECT WERE COMBINED PER HC REQUEST 2/10/25

Grantor Name: REAUTHORIZED 25J4366 (OLD 24-13134) Awarded Amount: 247,500.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: REAUTHORIZED 25J4367 (OLD 23H3201) Awarded Amount: 3,955,050.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Facilities	11/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3209980	572970	CIP2432001	3,955,050	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J4367 - Fire Station Facilities	3209980	490210	CIP2432001	(3,955,050)	
				$ -	$ -

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

DFA Grant Award 25-J4367 For Fire Station Facilities Improvements in the total amount of $3,955,050

Reversion date 6/30/2027

{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 11/17/2025
Prepared By *{print name}* Date

Carol Swenson
Business Operations Manager Signature Date

JOHN BURNETT (Nov 18, 2025 15:57:05 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

GB Packet_Grant 25-J4367 Fire Stations $3.9M

Final Audit Report 2025-11-18

Created:	2025-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjLLFKuiA8WZ7tP64jzqFtvelrbDrIbMA

"GB Packet_Grant 25-J4367 Fire Stations $3.9M" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-18 - 7:33:19 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-11-18 - 7:53:23 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2025-11-18 - 8:13:33 PM GMT- IP address: 104.47.65.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2025-11-18 - 8:14:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-11-18 - 8:14:10 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2025-11-18 - 8:14:59 PM GMT- IP address: 174.218.24.200

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2025-11-18 - 8:16:56 PM GMT - Time Source: server- IP address: 98.60.113.23

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature
2025-11-18 - 8:16:58 PM GMT

Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2025-11-18 - 10:30:20 PM GMT- IP address: 63.232.20.2

Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2025-11-18 - 10:32:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-11-18 - 10:32:36 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2025-11-18 - 10:56:15 PM GMT- IP address: 174.240.16.158

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2025-11-18 - 10:57:05 PM GMT - Time Source: server- IP address: 174.240.16.158

Agreement completed.

2025-11-18 - 10:57:05 PM GMT

GB Packet_Grant 25-J4367 Fire Stations $3.9M - for GRANTS sigs

Final Audit Report 2025-11-21

Created:	2025-11-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ-0Au5UjYxoQ2NLcw7IIld69EiyloC3f

"GB Packet_Grant 25-J4367 Fire Stations $3.9M - for GRANTS sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-19 - 0:36:04 AM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-19 - 0:40:50 AM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 6:46:32 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-19 - 6:46:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-11-19 - 6:47:02 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-11-20 - 5:14:00 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-20 - 5:15:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-20 - 5:15:48 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-21 - 0:24:51 AM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-11-21 - 0:24:51 AM GMT

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Adobe
Acrobat Sign

CITY OF SANTA FE

Memorandum

Date: 11/10/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SAO

Via: Melissa McDonald, Parks and Open Spaces Division Director MMc
Sam Burnett, Interim Public Work Department Director SB

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J4370 to Plan, Design, Construct, Repair, Improve and Equip Parks for $150,097 with a Reversion Date of June 30, 2027. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $150,097 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for Parks Improvement Project.

BACKGROUND:
This grant will support significant enhancements to Herbert Martinez La Resolana Park, with a focus on improving park equipment and accessibility for our community's youngest members. Specifically, the funding will enable the installation of a Tot Lot and Inclusive Playground designed for children under the age of five. These additions will feature safe, age-appropriate, and accessible play equipment that encourages early childhood development and inclusive play. To ensure community input, an Early Neighborhood Notification meeting was held on December 17, 2024, providing residents an opportunity to offer feedback on the final design and key features of the project. The investment in early childhood play infrastructure is a critical component in creating a welcoming and engaging neighborhood park for all families.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN
ERIKA LUJAN (Nov 12, 2025 08:11:45 MST) Nov 12, 2025

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital PrksTrls	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - PrksTrls CapPrj - Parks Improvements	3559980	572970	PRK2435501	150,097	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3156 MRC Irrigation Upgrades	3559980	490210	PRK2435501	(150,097)	
				$ -	$ -

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

Agreement with DFA for Parks Improvements in the amount of $150,096.02. (25-J4370)

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

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

Phillip Lujan — 10/10/2025
Prepared By *{print name}* — Date

Carol Svenson — Nov 10, 2025
Business Operations Manager — Date

JOHN BURNETT (Nov 10, 2025 13:34:28 MST) — Nov 10, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 12, 2025
Budget Officer — Date

Emily K. Oster — Nov 18, 2025
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 372, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4370** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 372, One hundred fifty thousand ninety-six dollars and two cents, $150,096.02, The time of expenditure for the local government division project in Subsection 341 of Section 29 of Chapter 138 of Laws 2021 to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $150,096.02 One hundred fifty thousand ninety-six dollars and two cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $150,096.02 One hundred fifty thousand ninety-six dollars and two cents ("**Adjusted Appropriation Amount**").

C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project**

Budget"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event 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:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. 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 after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. 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.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. 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

B. 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 Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov

Telephone: 505-629-3411

C. 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: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

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

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. 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)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. 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.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. 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.
d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. 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 and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to 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:

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

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to 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:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

   a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. 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;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

EMILY OSTER Finance Director

(Print Name) (Title)

Nov 18, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Oct 3, 2025 08:42:03 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Oct 3, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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:	$ 0.00
C.	AIPP Amount (*if Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct, expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
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.

_____ _____
ASD Officer Date

_____ _____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

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: $ 0.00

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: Grant Manager

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.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Signature: Scott A.Overlie

Email: saoverlie@ci.santa-fe.nm.us

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: October 20, 2025

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

From: Daniel Garcia, Fire Fleet Manager DG Daniel Garcia

Via: Brian Moya, Fire Chief BM BM

Subject: Purchase of Metro Express 157, Type III

Vendor Name: Southwest Ambulance Sales

Munis Vendor Number: 3548

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of the purchase request for a Metro Express 157, Type III Ambulance in the total amount of $219,001 for the continued and uninterrupted medical response to the community with Southwest Ambulance Sales.

CONTRACT NUMBER:

We are utilizing Cooperative Agreement HGACBuy #AM10-23.

BACKGROUND AND SUMMARY:

The Santa Fe Fire Department respectfully requests approval of the purchase of a Type III Ambulance in the total amount of $219,001 for the continued and uninterrupted medical response to our community.

The ambulance being considered is Type III Ambulance 157 Medics Metro Express, provided by Southwest Ambulance Sales. This new unit will replace the aged-out unit and serve the City of Santa Fe.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Medical Services/1000186

Munis Object Name/Number: Vehicles < 1.5 Tons/570950

Budget Officer / Designee: Andy Hopkins **Date:** 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The master agreement #AM10-23 expires on September 30, 2027.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☒ Yes | ☐ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: FIR2610001

Approval: Rebecca Lovato-Sanouvong **Title:** _____ **Date:** 11/19/2025

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: Coop Master Agreement
Vendor's Quote
Certificate of Liability Insurance (COI), MVD License, W-9
Memo and BAR
Approved Project Ledger

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-23	Date Prepared:	10/5/2025

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 Fire Department	Contractor:	Southwest Ambulance Sales LLC
Contact Person:	Daniel Garcia	Prepared By:	Bobby Davis
Phone:		Phone:	806-336-3949
Fax:		Fax:	
Email:	dgarcia@santafenm.gov	Email:	bobby@swambulancesales.com

Product Description	F-ME166-T3 2024 Medix Tpe III

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	165,024.00

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
See Attached			
	28,334.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	28,334.00

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
See Attached	21,172.00		
0		Subtotal From Additional Sheet(s):	
		Subtotal C:	21,172.00

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:	11%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	214,530.00	=	Subtotal D:	214,530.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

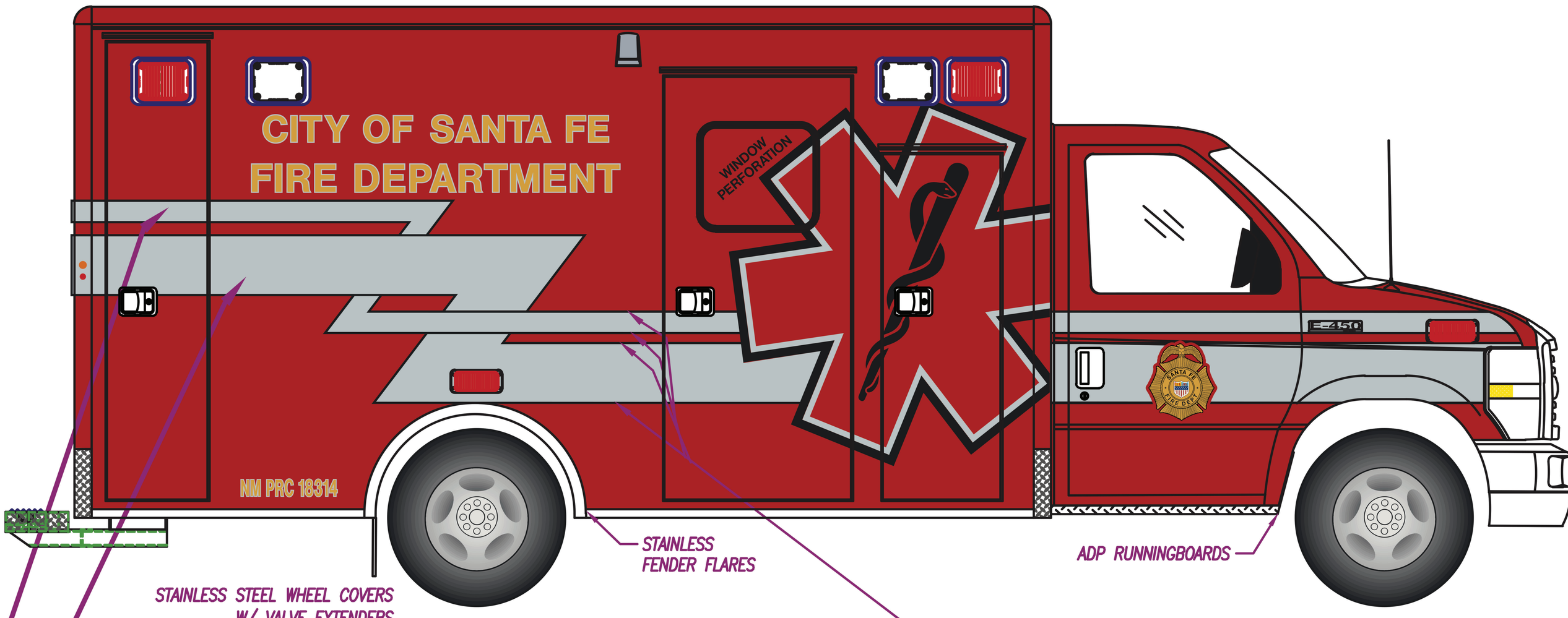
Description	Cost	Description	Cost
Delivery	3471		
		Subtotal F:	3471

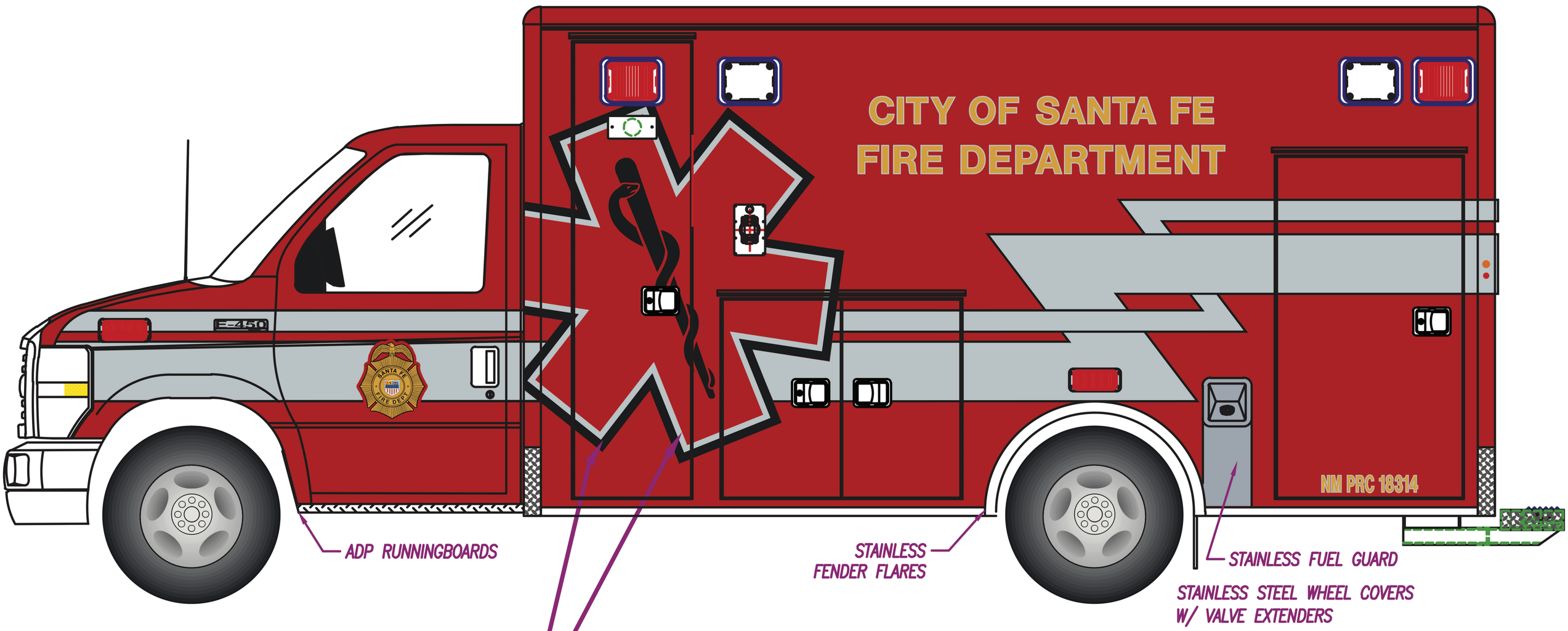
Delivery Date:	3/15/2026	G. Total Purchase Price (D+E+F):	219,001.00

HGACBuy THE SMART PURCHASING SOLUTION

NEW LAYOUT #2 12-22-2022

UNIT TO BE PAINTED RED





LETTERING WILL BE 22KT LARGE ENGINE TURN REAL SIGN GOLD WITH A WHITE REFLECTIVE OUTLINE. DOOR LOGOS WILL BE PRINTED BLACK ON 22KT LARGE ENGINE TURN REAL SIGN GOLD. 3) WINDOW PERFORATION FILM ARE NON-REFLECTIVE.

MEDIX SPECIALTY VEHICLES, INC.

Unit #:
XX-XXXXX

DEALER:	**SOUTHWEST AMBULANCE SALES**
CUSTOMER:	**City of Santa Fe Fire Department**
Street or P.O. Box	**200 Lincoln**
City, State, Zip	**Santa Fe, NM 87501**
Customer Contact:	**Daniel Garcia**
Customer Email:	**dgarcia@santafenm.gov**
Customer Phone #:	**505-467-9799**
Sales Associate:	**Bobby Davis**
Sales Engineer:	
VIN#:	***To be assigned by MEDIX***

Chassis Model Yr	**2026**
MEDIX Model	**Metro Express 157, Type III**
CHASSIS	**Ford E-450 XL Cutaway, 7.3L Gas, 158" WB, 14,500 GVWR**
BODY	**157"L x 94"W x 72" Interior Headroom**

QTY	STD/OPT	Description
1	**15-M2-CD**	**Chassis & Conversion**
		Chassis Adjustment Cost Estimate
	01-	**Flooring & Interior Colors**
1	STD	**Cabinets:** Laminated Wood **Laminate Color**: **GRAY**
1	STD	**Upholstery:** (Specify Color)
1	STD	**Color**: **GUNMETAL** Brand: **EVS**
1	STD	**Flooring:** Lonseal - Lonspeck Topseal Twilight Zone SX111
		-
	02-	**Body & Chassis**
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions
	Note Weld Shop	**See Front Wall print for additional turn light locations.** **NOTE: Opticom will be installed below front 7x3 leds, DO NOT cut out for 7x3!!**
	Note Weld Shop	**DELETE STANDARD STATIC VENT OVER THE CURBSIDE ENTRY DOOR TO ALLOW FOR GLOVE BOXES - DO NOT CUT HOLE**
1	STD	**Anti-Theft Device:** IdleLock Ignition Security System, for Ford E Series Chassis Only. Locate activation button to the right side of the steering wheel.
1	STD	**Camera System:** RVS Systems RVS-MV3619N-NM-02- Includes (1) 7" rear view mirror monitor, Surface Mount back-up camera and (1) 33' camera cable. Locate: (1) Camera mounted off lower RH corner of center rear Amber light; Monitor mounted on cab windshield rear view mirror.
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.

1	**200015-F**	**Chassis: Air Horns, Buell dual horns, (1) 10" and (1) 12" airhorn mounted through the front bumper with a momentary switch PN:MX09102 on front console. "Standard" compressor, tank and fittings.** **Specify Compressor Location: Compt. #2 Towards Ceiling to the left of the inverter.** **NOTE: Type III Ford E Series Only.**
1	STD	**Pass-Thru** w/Sliding, latching window that slides behind driver's seat. Window to have full length extruded handle for access.
1	STD	**Compartment Lights:** Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).
1	**99-0835**	**Lights: Compartment, Optronics ILL36CB LED mounted in exterior compartment IATS** **NOTE: LOCATE IN #3 LEFT WALL TO LIGHT BELOW SHELF.**
1	STD	**Compartment #1 SS Forward:** Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/gas-strut hold-open.
1	STD	**Compartment #2 SS Center:** Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open. **(DELETE STANDARD Seat Belt Strap)**
1	**99-3699**	**Compartment #2: SS center, Drop Floor, 5" PN: 33-119437, Drop Pan will set in front of the shakle cover and run side to side of the tub.** **NOTE: Will not be used for spare tire or stair chair storage.** **NOTE: 157 Type III Ford Models Only.**
1	**200280**	**Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment (Not to be used on MSV-II models)** **Specify Location: Compt. #2**
1	**99-3700**	**Compartment #3: SS Rear, 3/4 Height, smooth aluminum body, ADP interior door panel, NO Inside/Outside access-do not cut-out tub, added backer plate behind full inboard/back wall of compartment for customer mounting of gear/brackets; (1) adjustable shelf. Door with gas strut hold-open. ILOS Mid height compartment. See special tub #: 41-119297.** **NOTE: ME-157 Type III Model Only.**
2	STD	**Rear Entry Doors:** Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	**MODIFIED**	**Compartment #4/5 CS Forward:** NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door **w/rubber socket/nylon ball hold-open, DELETE STANDARD gas strut hold-open DUE TO ALS DESIGN AND TO MATCH LAST TRUCK**. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.

1	STD	**Curbside Entry Door:** Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.
1	STD	**Compartment #6 CS Rear:** smooth aluminum body, Vertical backboard storage w/2 belts. Door w/gas strut hold-open.
1	**200200A**	**Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module.** **NOTE: See Option 99-0754 for additional switches.** **NOTE: Not for use on MSV-II Mods.**
1	**99-0678E**	**Power Door Locks: Stealth Switch on Ford, Power Door Lock System, Push Button Switch (Grille bracket on E-series: Ford 33-102402; F-series: 33-115626)** **LOCATION: Standard position in front grille area**
1	**99-0754**	**Switching: Power Door Locks Only, (2) door lock switches, MX09145: (1) located in a horizontal 2-switch Positron panel, in standardized position on Curbside Wall above head of bench; (1) located in 2-switch position Positron switch panel, on wall at curbside rear entry door in standardized position.**
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	**Rear Bumper:** ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	**IV Hangers:** (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	**Mirrors, OEM:** (1) each cab door, (1) on interior windshield
1	STD	**Wheel Covers:** Stainless steel covers w/Valve Extenders
4	STD	**Stone Guards:** lower body corners, ADP
1	STD	**Kick Plate, Rear:** ADP, below rear doors across to corner posts.
1	STD	**Rub Rails:** C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	**Running Boards:** Aluminum diamond plate w/splash guards.
1	STD	**Fender Flares**: Black rubber
1	STD	**Fuel Fill:** Cast aluminum fuel fill bezel.
1	STD	**Insulation:** Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	**Insulation:** Spray in place foam applied to curbside entry step well and both rear wheel wells
1	STD	**Undercoating:** Per QVM Guidelines
1	**99-0384**	**Chassis: Hurricane Straps, (1) mounted on the lower portion of the Cab entry door on each side of Ford E-350/450 chassis.**
		-
	03-	**Brake, Turn & Back-Up Lights**
1	**99-2817**	**Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 700 Series Super LED with chrome flange, ILOS 600 Series LEDs.**

1	STD	**DOT Marker Lights:** TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	**300050**	**Lights: Turn Arrows, (2) Whelen 700 Series Amber LED with chrome flange on front wall below outboard emergency flasher. IATS**
		-
	04-	**Electrical, Power Distribution, Control Center & Interior Lighting**
1	STD	**Battery Switch, Automatic:** TST CDR-400. Located in Electrical Cabinet.
2	STD	**Batteries:** OEM Locate: (1) Under hood, (1) In roll-out tray in Compartment #4/5
1	STD	**Front Console/ Switch Panel:** Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
1	**99-1356**	**Switch Panels: Front, To have SWAS Logo - PN MX01565 for Front Switch Panel, ILOS Panel with Medix Logo.** **NOTE: Type I & III Models Only.**
1	**99-0747**	**Electrical: Antenna, (2) 25' Coax with 3/8" through-hole antenna bases prewired to roof ILOS standard coaxial cables.** **NOTE: MEDIX to drill hole and complete mount. Terminate coax with standard Power/Ground for each at the front console.** **Note: Modular Units Only.** **NOTE: all ends to have 3-ft tails: (1) Constant Hot & (1) Battery switch Hot (coaxs will run to std. dome #1 and #2 locations)**
2	**99-1274**	**Electrical: Prewire, (1) Ethernet Cable, CAT-6 25' cable to run from electrical cabinet to behind front console; (1) Ethernet Cable CAT-6 25' cable to run from electrical cabinet to ceiling of compartment #6**
10	STD	**Dome Lights:** LED w/flange; 2-banks of five (4), switched separately with Hi/Lo functions.
1	STD	**Action Area Light:** 12 VDC LED light, with On/Off switch on rear control panel
1	STD	**USB Port:** Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	**99-0617**	**Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS**
1	STD	**Timer:** 5-minute check-out, wired to CS High mode dome lights

1	**99-0994**	**Switching: Timer, Intermatic FD30MHW 30 minute spring wound rotary style timer with "HOLD" feature wired to patient compartment dome lights.** **Location: C/S WALL BY ENTRY DOOR**
1	**99-3022**	**Inverter: Vanner LSC12-2000- 2000 watt Pure Sine Wave with battery charger and built in GFI. Remote controlled with switch in rear panel. (This option deletes the GFI in the A/A wall). ILOS** **NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. (N/A on P/T RP90 models and Transits)** **Location: On ceiling and back wall of Compartment #2, right hand side of compartment.**
1	**400150**	**Electrical: Battery Charger, DELETE STANDARD (when adding Inverter with integral charger)**
1	STD	**Breaker Box:** 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.
3	**MODIFIED**	**12 VDC Outlets: Delete (1) in Action Area, Move to lower RH corner of upper rear cabinet (for customer to plug in their IV Warmer),** (1) in ALS Cabinet **- the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
2	**400020**	**Electrical: 12VDC, Receptacle, Cigar style. IATS** **Location(s): (1) On left end of extended action area and (1) Upper back wall of Compartment #2 below the inverter. This 12v outlet will be in a surface mount style box and will be mounted horizontally to the left of the 125v. Outlet - To be Constant Hot.**
2	**99-0076**	**Electrical: 12VDC, 12 gauge power & ground. IATS** **Location(s): (1) Left wall of Comp #2; (1) Ceiling of compartment #6 - Constant/Battery.**
3	**MODIFIED**	**125 VAC Outlets**, **Duplex:** (1) in Action Area, (1) in ALS Cabinet **- the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
3	**400100**	**Electrical: 125VAC, Duplex Outlet, IATS** **Specify Location: (1) on left end of extended action area, (1) Curbside Wall at foot of Squad bench; (1) located in compartment #2 on back wall below inverter, in a surface mount style box and will be mounted horizontally to the right of the 12v. Outlet.**
1	STD	**Rear Switch Panel:** Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	**Electrical Cabinet:** Located over cabin-module connection w/latching, recessed, vented door
1	**99-1558**	**Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300**

		-
	05-	**Warning Lights & Sirens**
1	**STD**	**Lights:** Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY. **NOTE: Does not include LED Scene Lights.**
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.
	MODIFIED	**Front of Body:** Add **(8)** Whelen **700** Series Super-LEDs- Specify pattern by LED **Color (6) Red and (2) White: R-R-W-R-R-W-R-R.** Outer (2) **RED** lights and the (2) **WHITE** lights flash on K-Spec flasher. Inner (4) **RED** flash independently on Light Bar switch on front console. **NOTE: See option below for 700 series led options.**
6	**99-2884**	**Lights: Warning, (1) Whelen 700 Series Red Super LED with clear lens 70R02FCR and chrome flange, ILOS 900 Series Red Super LED (90RR5FCR) and chrome flange.** **SPECIFY LOCATION: front wall see above**
1	**99-0932**	**Lights: Warning, Whelen 700 Series White Super LED 70C02FCR, ILO 900 Series White Super LED (90CC5FCR)** **SPECIFY LOCATION: front wall see above**
1	**99-1380**	**Lights: Warning, (1) Whelen 700 Series Super-LED 70C02FCR White with clear lens and chrome flange, IATS** **Must specify location: FRONT WALL SEE ABOVE**
1	**99-0706**	**Opticom/Emitter: Warning, GTT 794H LED Opticom Emitter (Supplier P/N: 151-794H) with on/off switch PN: 39-10-9053 in front console. Must be wired to de-activate when the vehicle is in park/neutral.** **Location: Front of Body centered below the (8) 7x3 LEDs**
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.
	MODIFIED	**Brake, Turn & Back-Up Lights:** Whelen **700** Series LEDs
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders
1	**500210**	**Lights: Warning, (2) Whelen 700 Series Super-LED 70R02FCR Red with clear lens and chrome flange 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Primary circuit only.**
1	**99-0106**	**Scene Lights: Front AND Rear side scene lights ON in Reverse.** **NOTE: requires additional relay**
2	STD	**Lights, Warning, Grille:** LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar
4	STD	**Lights: Scene**, Whelen 900 Series Halogen with flange included - (2) Each Side of Module
2	STD	**Lights, Load:** Whelen 900 Series Halogen with flange included - (2) over rear entry doors
1	STD	**Flasher:** Dual mode flasher for Warning Light system, **Vanner 9860GCPE**

2	STD	**Siren Speakers:** Dual 100 Watt drivers mounted through the front bumper
1	STD	**Siren:** Whelen 295 SLSA1, 200 Watt
1	**99-0354-FE**	**Siren: Whelen Low Frequency "Howler" with HWLRB4 brackets for Ford E-Series. NOTE: Includes (2) Speakers.**
1	**99-1920**	**Lights: Scene/Load, (2) Whelen PSL1P Single Panel, low profile swivel mount Slimline Series LED flood lights mounted on the OEM FRONT BUMPER. SEE PREVIOUS UNIT 22-3033) ANGLE OUTWARD. NOTE: Mount so that light heads are directed to the driver's side and passenger side. Lights to be activated with separate switch labeled "Front Flood" MX09212**
		-
	06-	**Oxygen, Vacuum & Miscellaneous Items**
3	STD	**Oxygen Outlets:** Quick-connect style, (2) in Action Area, (1) over Squad Bench
1	**600070**	**Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel**
1	**MODIFIED**	**Suction Aspirator System: SSCOR disposable container w/gauge and quick-connect**; SSCOR vacuum pump mounted **on ceiling of Compartment #2, to the left of the inverter.**
1	**99-0639**	**Suction System: SSCOR with SS Bracket for container, electric pump-ILOS Rico System. LOCATE: Gauge on Action Wall panel per print and Suction canister w/VAC outlet in recessed pocket.**
1	STD	**Oxygen Cylinder Retention:** For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1
1	STD	**O2 Regulator:** Amvex, 50psi, pre-set
		-
	07-	**AC / Heat**
1	STD	**HVAC System:** High capacity free blow combination Heat-AC system with digital thermostat control on the action area wall. HVAC unit mounted in front bulkhead above the ALS.
		-
	08-	**Cabinets, Hardware & Miscellaneous Items**
1	STD	**Main Streetside Wall Cabinets:** Specify desired configuration-
1	**STD**	**Full Wall of Cabinets with Extended Action Area Countertop**
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
1	STD	**Action Area Overhead Cabinet:** Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.

1	**MODIFIED**	**Extended Action Area and Switch Panel:** Laminated, sealed countertop and vertical ALUMINUM panel with **Suction system, SSCOR Vacuum gauge, (1) Bypass,** (2) Oxygen outlets, (1) USB, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons. **NOTE: Relocate (1) 12VDC outlet to the upper rear cabinet, lower right hand corner.** **NOTE: Additional 125v and 12v on left end of A/A panel.**
1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate** **NOTE: Far Left end of Extended A/A Shelf**
1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate** **NOTE:IN ADDITION TO THE STANDARD ONE TO GIVE CUSTOMER 56" OF COUNTERTOP WITH BACKER UNDER IT.**
1	**99-3701**	**Cabinets: Main Cabinet Wall, Extended Action Area with 2nd full depth Overhead cabinet; Upper and Lower Rear Cabinets to be divided vertically into two separate cabinets each. See Print E. Upper rear main to have sliding polycarbonate doors. Lower cabinet to have hinged 1/2" acrylic door w/non-locking paddle latch and (1) adjustable shelf.** **NOTE: ME-157 Models Only.**
1	**99-1144**	**Cabinets: Add recessed pocket below A/A countertop for SSCOR suction canister and Vacuum outlet ILO mounting canister on the A/A panel.**
1	STD	**Bulkhead Wall Cabinets**: HVAC cabinet above Tech Seat; Electrical Cabinet located above cabin-module connection w/hinged, latching, vented door
1	STD	**Bulkhead Cabinets:** Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door.
1	**99-3702**	**ALS Cabinet: Stair chair storage with access thru exterior compartment door. There will be a Fixed divider 10" from bulkhead wall for Stair Chair storage - cut divider 7" back from exterior door opening. Interior ALS access will have (2) tall wood doors with a non-locking paddle latch on each door. There will be (3) adjustable wood, half-shelves on patient compartment side of divider, shelves to have chamfered ends on door side and HD edge trim. Requires deleting of the gas-strut hold-open and using the ball socket hold-open on the exterior door.** **NOTE: ME-157 Models Only**
1	**99-0798**	**Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door.** **NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR**

1	**99-3333**	**A-Bar: WITH Sharps/Waste, 15" Wide; .250" Mounting plate. Requires squad bench assembly print different than standard.** **NOTE: RP90 and ME157 Models Only.**
1	**MODIFIED**	**Squad Bench:**
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion **(DELETE STANDARD Sharps/Waste Area.)**
	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.
1	**DEL**	**DELETE STANDARD Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.**
1	STD	**Cabinet, Squad Bench Overhead:** with (2) flip-up 1/2" Acrylic doors and Eberhard two point paddle latches with constant torque hinges.
1	STD For 2024 Model	**Cabinet, Rear Overhead:** Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door, LifeDefender latch, and constant torque hinges.
1	**99-2777**	**Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10º back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat.** **NOTE: Must specify seat base in separate line item.** **NOTE: Medix Modular Models Only (Not for use on RP90 models).**
1	STD	**Seat Base:** EVS CB-Side storage base for EVS Technician's Seat
1	STD	**Assist Rail:** overhead off-center toward Streetside of unit.
3	STD	**Grab handles:** 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
1	STD	**Reflective Striping, Door Open Protection**: .50" Red reflective striping around interior door pan of all body doors.
		-
	09-	**Cots & Miscellaneous Items**
1	**99-0878**	**Cot Mount: Stryker, Performance Load (6392-000-001), with inductive charger and floor plate ILOS 175-4.** **LOCATION: SIDE MOUNT FOR FULL WALL.**
		-
	10-	**Paint & Lettering**

1	1000084	**Paint: Type 3, Body and Chassis, Custom Color** **Color: American LaFrance Red (Pierce #80)** **Color Code: PPG 917805 FBC** **Configuration: All of cab and module to be red.** **NOTE: Requires Paint Color and Code Prior to submitting order. Paint spray samples must be approved prior to scheduling.**
1	OPT	**Grayson Graphics to supply and inatall graphics package With Rear Chevrons. See Quote.**
1	1000100	**Roof Star ONLY, INSTALLED**
1	99-1098	**Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows.** **NOTE: Module application only.**
		-
		SHIP LOOSE
2	STD	**Fire Extinguisher:** (2) 5 lb- Ship Loose is Standard
2	99-1667	**Oxygen: O2 Cylinder Mount, (1) CPI OA1201-D-1 strapless oxygen bottle holder with mounting plate, for (1) "D" cylinder.** **Specify Location(s): Ship Loose**
TOTAL ORDER $219,001.00		

I have reviewed this Order and find it to be acceptable and ready to build.

_____ **Date:** _____

Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

Dealer Signature

NEW!

Please click the link below to complete the Medix Purchase Agreement Standard Terms & Conditions.
Please note, your order will not be accepted without receipt of the signed Terms & Conditions.

Medix Purchase Agreement Standard Terms & Conditions for Sale

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

Product quotes are subject to change. Purchase Price will be the published price list within Quote/Order Entry System on the date of order acceptance by Company

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/15/2025

Project Title: TYPE III ME-157

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: FIR2610001

Grant ID: N/A

Approved By: ERIKA LUJAN (Oct 20, 2025 09:08:02 MDT)

CT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

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

Funding Source: general fund % of Funding: 100

MUNIS ORG: 1000186 MUNIS OBJ: _____ Awarded Amount: $219,001

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: Vehicles < 1.5 Tons MUNIS ORG: 1000186 MUNIS OBJ: 570950

Grants Only (list all grants if applicable):

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

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

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

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

Account Inquiry [CITY OF SANTA FE]

Account

Fund	100 GENFUND	Acct	100-15-20-2100-186-00-000-570950-		
Org	1000186 FIRMedSvcs	Acct name	Vehicles < 1.5 Tons		Account Notes
Object	570950 Vhcl < 1.5	Type	Expense	Status	Active
Project		Rollup	GFMDN		FireMedicalSvcsNEP
		Sub-Rollup			

MultiYr Fund

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

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	212,000.00	.00	.00	212,000.00
Transfers In	469,000.00	212,000.00	.00	7,001.00
Transfers Out	.00	.00	.00	.00
Revised Budget	681,000.00	212,000.00	.00	219,001.00
Actual (Memo)	683,666.03	211,830.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	-2,666.03	170.00	.00	219,001.00
Percent used	100.39	99.92	.00	.00

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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 Southwest Ambulance Sales, LLC, hereinafter referred to as the Contractor, having its principal place of business at 621 East Kennedale Parkway, Kennedale, TX 76060.

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

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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

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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 Oct 01 2023 and ends Sep 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

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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.

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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

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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

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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.

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(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)

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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

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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

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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.

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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

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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:

Southwest Ambulance Sales, LLC		**H-GAC**	
Signature	DocuSigned by: Bobby Davis 6D85161E18BE4BF...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Bobby Davis	Name	Chuck Wemple
Title	Regional Sales Manager	Title	Executive Director
Date	10/10/2023	Date	10/13/2023

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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

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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:

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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

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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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Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

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.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty 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 ambulances, emergency medical response and specialty 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.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). 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.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. 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 G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

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1. **Ambulance**

   Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

   Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

   Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.
   Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

   Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

   Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

   Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

   Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

    Response listing must include percentage discount.

3.3. 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.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division 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 Division. 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 (as per latest edition of KKK-A-1822F).
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 listing being bid.

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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, 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. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. 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.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

3.5. 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 (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. 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

3.8. 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 – Ambulance: $1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: $1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

Light Rescue/Special Service	$1,000 per purchase order
Heavy Rescue/Special Service	$2,000 per purchase order
All Trailers	2% per purchase order

Category D – EMS Vehicle Conversions:	$1,000 per purchase order
Category E – Remount Services Only:	$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. 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, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

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.

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Attachment A
Southwest Ambulance Sales, LLC
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Medix Specialty Vehicles	**F-RP90-T1**	Medix Type I RP-90ES Ford F-350 4x2 - Diesel Engine	$ 199,493.33	10%
Medix Specialty Vehicles	**C-RP90-T1**	MedixType I RP-90ES Chevrolet C-3500HD 4x2 Silverado Gas Engine	$ 182,826.67	10%
Medix Specialty Vehicles	**F-ME153-T1**	Medix Type I 153 LTD Ford F-350 4x2 Diesel Engine	$ 212,386.67	10%
Medix Specialty Vehicles	**C-ME153-T1**	Medix Type I 153 LTD Chevrolet C-3500HD 4x2 Silverado Gas Engine	$ 196,466.67	10%
Medix Specialty Vehicles	**R-ME153-T1**	Medix Type I 153 LTD RAM 3500 4x2 Diesel	$ 218,066.67	10%
Medix Specialty Vehicles	**F-MSVII157-T1**	Medix Type I MSV II 157 LTD Ford F-450 4x2 Gas Engine	$ 245,920.00	10%
Medix Specialty Vehicles	**R-MSVII157-T1**	Medix Type I MSV II 157 LTD RAM 4500 4x2 Diesel	$ 259,920.00	10%
Medix Specialty Vehicles	**F-MSVII170-T1**	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	$ 246,146.67	10%
Medix Specialty Vehicles	**R-MSVII170-T1**	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	$ 261,786.67	10%
Medix Specialty Vehicles	**F-AL171-T1**	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	$ 296,026.67	10%
Medix Specialty Vehicles	**R-AL171-T1**	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	$ 301,333.33	10%
Medix Specialty Vehicles	**F-RP90-T3**	Medix Type III RP-90 ES Ford E-350 DRW	$ 154,040.00	10%
Medix Specialty Vehicles	**C-RP90-T3**	Medix Type III RP-90 ES Chevy G-3500 DRW	$ 159,666.67	10%
Medix Specialty Vehicles	**F-ME166-T3**	Medix Type III 166 Ford E-450	$ 183,360.00	10%
Medix Specialty Vehicles	**C-ME166-T3**	Medix Type III 166 Chevy G-4500	$ 187,186.67	10%
Medix Specialty Vehicles	**F-MSVII170-T3**	Medix Type III MSVII170 Ford E-450	$ 201,040.00	10%
Medix Specialty Vehicles	**C-MSVII170-T3**	Medix Type III MSVII170 Chevy G-4500	$ 203,840.00	10%
Medix Specialty Vehicles	**FT-WD-T2**	Medix Type II Ford Transit SRH-148 WD	$ 120,160.00	10%

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

City of Santa Fe, 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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster Date: 06/30/2025

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Larry Cauthen
Terry Cauthen 8700 9th Avenue #102 Port Arthur TX 77642	PHONE (A/C, No, Ext): (409) 729-2000 FAX (A/C, No): E-MAIL ADDRESS: larry.cauthen@twfg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Co	
INSURER B : Arch Insurance Co	
INSURER C : McNeil & Company	
INSURER D :	
INSURER E : Arch Insurance Co	
INSURER F :	

INSURED
Southwest Ambulance Sales LLC Medic Built, LLC Modern Mobili
PO Box 888
Kennedale TX 76060

COVERAGES **CERTIFICATE NUMBER:** SOUTSystem.Threading.Tasks.Task`1 **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 ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	MFPK08580903	2/8/2025	2/8/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	MFCA08366603	2/8/2025	2/8/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Under	$ 1,000,000 $ $ $ $ 1,000,000
C	☑ UMBRELLA LIAB ☐ OCCUR ☑ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			MFUM10030001	2/8/2025	2/8/2026	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
E	Blanket Limits Open lot/ Garage	Y	N	MFPK08580903	2/8/2025	2/8/2026		2.7 million

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

CERTIFICATE HOLDER

City of Santa Fe
200 Murales Road
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Terry Cauthen

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Texas Department of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A128326

GENERAL DISTINGUISHING NUMBER:

P128327 Motor Vehicle

southwest ambulance sales llc
PO BOX 917
KENNEDALE, TEXAS TARRANT 76060-0917

EXPIRES: 01-31-2027
PHYSICAL LOCATION:
107 MEADOWVIEW DR
KENNEDALE, TEXAS TARRANT 76060

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Custom Fire Apparatus : FT-Fire Truck, MEDIX : AB-Ambulance

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

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.)

SOUTHWEST AMBULANCE SALES, 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.

PO BOX 917

Requester's name and address (optional)

6 City, state, and ZIP code

KENNEDALE TX 76060

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	–	2	1	0	3	0	5	4

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** Ann Garcia **Date** 2-17-25

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

Signature: Daniel Garcia (Oct 20, 2025 18:57:03 MDT)

Email: dagarcia@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

GB- 200- Southwest Ambulance Sales

Final Audit Report 2025-11-21

Created:	2025-11-17
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe0-n8i8KJO8KP2IPoRVIaTCFnsmlIre7

"GB- 200- Southwest Ambulance Sales" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-11-17 - 2:09:35 PM GMT- IP address: 50.228.218.218

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-17 - 2:13:46 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 4:42:30 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-19 - 4:44:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
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2025-11-19 - 4:56:52 PM GMT- IP address: 104.47.64.254

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-11-19 - 4:58:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 4:58:10 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-19 - 5:25:44 PM GMT- IP address: 50.251.15.246

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 5:47:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-11-21 - 5:47:48 PM GMT

THE CITY OF
SANTA FE

MEMORANDUM

DATE: October 16, 2025

TO: Public Works & Utilities Committee
Finance Committee
Governing Body

FROM: Brian Moya, Fire Chief
Sten Johnson, Assistant Fire Chief

SUBJECT: Acceptance of FY26 Fire Protection Fund

ITEM AND ISSUE:
Request for Approval to accept additional FY2026 Fire Protection Fund Grant from New Mexico Dept. of Homeland Security and Emergency Management (DHSEM) in the amount of $522,980.

Request for Approval of a Budget Amendment Resolution (BAR) to add $522,980 from the DHSEM into FY26 Fire Department Revenue.

BACKGROUND AND SUMMARY:
Each fiscal year, DHSEM distributes Fire Protection Fund allocations on a bi-annual basis, based on the revenue received into the State of New Mexico Fire Protection Fund. During the FY2026 budget hearings, Finance Committee approved $1,058,173 as the estimated allocation. However, the actual awarded amount was $1,581,153. The difference of $522,980 needs to be added to Fire Department's FY2026 budget to correct the balance and reflect the total grant amount awarded.

ACTION REQUESTED:
The Santa Fe Fire Department respectfully requests your review and approval to accept the additional $522,980 in FY2026 Fire Protection Fund grant funds to increase the Fire Protection Fund budget accordingly.

ATTACHMENTS:
NM DHSEM Award Notification Letter (dated June 12, 2025)
Budget Amendment Resolution (BAR)
Project Ledger

Invoice No: **6122025 FY26 1st Distribution**

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary

Ali Rye
State Director

Randy Varela
State Fire Marshal

DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT

Thursday, June 12, 2025

Remit To:
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Ref: 1st Fiscal Year 2026 (FY 26) Fire Protection Fund Distribution for the Santa Fe Fire Department.

The Department of Homeland Security will be distributing the Fire Protection Fund on a bi-annual basis for Fiscal Year 26.

NMFA payments, for outstanding department loans, are paid in full during the first funding allocation.

The bi-annual distribution dates for the Fire Protection Fund Fiscal year 2026 will be as follows:

- ***1st bi-annual allocation/distribution*** - On August 15th a 50% distribution of the total amount will be allocated to the municipality or district.
- ***2nd bi-annual allocation/distribution*** - On February 15th a 50% distribution of the total amount will be allocated to the municipality or district.

*The Bi-Annual **Allocation/Distribution** is based on the revenue received into the state of New Mexico for the FY 26 Fire Protection Fund.*

Fiscal Year 2026 1st bi-annual Fire Protection Fund allotment/distribution to your fire departments is enclosed in the amount of $790,577.00

Please refer to the Table below for your complete FY26 Fire Protection Fund **First Allotment** amounts.

Santa Fe

FY 26

First Bi-Annual Allotment

Fire Protection Fund Distribution

Fire Department	Total Distribution	NMFA Amount	Adjusted Total to Dept	Paid First Allotment August FY26 50% of Original Total to Department	Second Allotment February FY26 50% of Adjusted Total to Department
Santa Fe	$1,581,153.00	$0.00	$1,581,153.00	$790,577.00	$790,576.00

The amount allocated covers the period from July 1st 2025, through June 30th 2026, and shall be expended only for the maintenance of the fire department, the purchase, construction, repair and operation of its fire stations, fire apparatus and equipment, the payment of insurance premiums on fire stations, substations, fire apparatus and equipment, and insurance premiums for injuries or death of firefighters as otherwise provided by law. Such funds are to be expended at the direction of the Chief of each fire department in accordance with the provisions of the Public Purchases Act, the Fire Protection Fund Act, and the State Fire Marshal's Rules and Regulations to the Act.

**Please be reminded that during the 2017 regular legislative session, House Bill 4 was enacted (Laws 2017, Chapter 1). Section 8 of House Bill 4 created requirements that the State Fire Marshal must follow in making a determination and certification of needs pursuant to Section 59A-53-3 NMSA 1978 and distributions pursuant to Sections 59A-53-4 and 59A-53-5.1, which pertain to the Fire Protection Fund. Specifically, the bill required the State Fire Marshal to coordinate with the Department of Finance and Administration (DFA), the New Mexico Finance Authority, Office of the State Treasurer, the New Mexico Municipal League and the New Mexico Association of Counties, regarding a periodic allotment schedules.*

Please contact me if you have any questions or concerns, at 505-709-8150 or via email at randy.varela@dhsem.nm.gov.

Respectfully,

Randy Varela
State Fire Marshal

Cc: Mayor of Santa Fe

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/15/2025 UPDATED 10/21/25

Project Title: DHSEM Additional $522,980 FY26 STATE FIRE FUND INCREASE

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2622110

Grant ID: S2608

Approved By: ERIKA LUJAN (Oct 27, 2025 14:15:48 MDT)

CMT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

---

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

Funding Source: NM Public Regulation Com % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490285 Awarded Amount: 522,980

Funding Source: % of Funding:

MUNIS ORG: MUNIS OBJ: Awarded Amount:

Expense String Phase: GRANT CURRENTLY HAS NINE (9) PROJECTS TIED TO GRANT/UPDATED TO REFLECT INCREASE OF FUNDS

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

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

Phase: See attached MUNIS ORG: 2210181 MUNIS OBJ: See attached

Grants Only (list all grants if applicable): GRANT HAS

Grantor Name: NMDHSEM/SFMO/PRC FIRE PROTECTION FUND Awarded Amount: 1,058,173.00

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

Grantor Id: 700017 Federal CFDA (if applicable): N/A

Grantor Name: NM Public Regulation Com NMDHSEM/SFMO INCREASED Awarded Amount: 522,980

AR Charge Code: 2210181.490285 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700017 Federal CFDA (if applicable): N/A

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

THE CITY OF
SANTA FE

MEMORANDUM

DATE: October 17, 2025

TO: Andy Hopkins, Budget Officer AJH

FROM: Sten Johnson, Assistant Fire Chief SJ

VIA: Brian Moya, Fire Chief BM

ITEM AND ISSUE:
Request for Approval of a Budget Amendment Resolution (BAR) to add $522,980 from the Acceptance of Department of Homeland Security And Emergency Management Grant into FY2026 Fire Department Fire Protection Fund.

Requesting BAR for the Fire Department in the amount of $522,980 from 2210181.490285 NM Public Regulation Comm to increase funds of:

- $261,490 2210181.530200 Operating Supplies
- $261,490 2210181.530300 Safety Supplies

Please see below for a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490285 NM Public Regulation Comm ($522,980)

TO LINE ITEMS:

- 2210181. 530200 Operating Supplies $261,490
- 2210181. 530300 Safety Supplies $261,490

ACTION REQUESTED:
The Fire Department respectfully requests your review and approval.

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

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

DEPARTMENT / DIVISION NAME	DATE
200 / Fire Department	10/15/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Operating Supplies	2210181	530200	FIR2622110-Operating Supplies	261,490	
Safety Supplies	2210181	530300	FIR2622110-Safety Supplies	261,490	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Public Regulation Comm	2210181	490285	FIR2622110-State-NM PRC	(261,490)	
NM Public Regulation Comm	2210181	490285	FIR2622110-State-NM PRC	(261,490)	
				$ -	$ -

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

Increase 2210181 Fund by adding $522,980 to Fire's budget

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

TONIETTE CANDELARIA MARTINEZ
Toniette Candelaria Martinez 9/23/2025
Prepared By *{print name}* Date

STEN JOHNSON
Sten Johnson, Assitant Fire Chief
Division Director Signature *{optional}* Date

BRIAN MOYA
Brian Moya, Fire Chief
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Andy Hopkins
Budget Officer Date

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

Mark Scott
Mark Scott (Nov 5, 2025 16:06:27 MST)
City Manager *{≤ $60,000}* Date

Account Inquiry [CITY OF SANTA FE]

Account

Fund	221 EMRGSVC	Acct	221-15-20-2100-181-00-000-530300-		
Org	2210181 FIR SS SR	Acct name	Safety Supplies		Account Notes
Object	530300 Safety Spl	Type	Expense	Status	Active
Project		Rollup			
		Sub-Rollup			

MultiYr Fund

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

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	80,000.00	80,000.00	30,000.00	134,171.00
Transfers In	.00	152,741.00	12,685.00	.00
Transfers Out	.00	-50,900.00	.00	.00
Revised Budget	80,000.00	181,841.00	42,685.00	134,171.00
Actual (Memo)	82,858.91	161,312.92	39,943.85	.00
Encumbrances	.00	.00	.00	134,000.00
Requisitions	.00			.00
Available	-2,858.91	20,528.08	2,741.15	171.00
Percent used	103.57	88.71	93.58	99.87

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-530200-			
Org	2210181	FIR SS SR	Acct name	Operating Supplies			Account Notes
Object	530200	Oper Spl	Type	Expense	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

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

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	75,000.00	75,000.00	.00	93,700.00
Transfers In	72,877.00	141,647.00	75,812.00	77,325.00
Transfers Out	.00	.00	.00	-50,000.00
Revised Budget	147,877.00	216,647.00	75,812.00	121,025.00
Actual (Memo)	73,280.81	164,297.30	91,425.99	4,652.06
Encumbrances	.00	.00	.00	29,985.00
Requisitions	.00			.00
Available	74,596.19	52,349.70	-15,613.99	86,387.94
Percent used	49.56	75.84	120.60	28.62

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-490285-	
Org	2210181	FIR SS SR	Acct name	NM Public Regulation Comm	Account Notes
Object	490285	NM PRC	Type	Revenue	Status: Active
Project			Rollup		
			Sub-Rollup		

MultiYr Fund

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

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	-1,058,173.00	-1,078,173.00	-1,465,000.00	-1,058,173.00
Transfers In	.00	-150,000.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-1,058,173.00	-1,228,173.00	-1,465,000.00	-1,058,173.00
Actual (Memo)	-681,621.76	-1,403,562.83	-1,208,850.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	-376,551.24	175,389.83	-256,150.00	-1,058,173.00
Percent used	64.41	114.28	82.52	.00

CITY OF SANTA FE

The Purchasing Memo

Date: November 13, 2025

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

From: Graham Miller, Battalion Chief-Health and Safety GRAHAM MILLER

Via: Brian Moya, Fire Chief BM

Subject: Fire Wire

Vendor Name: Fire Wire LLC

Munis Vendor Number: 3577

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a General Services Contract in the total amount of $330,000.00 including GRT for services for a term of six (6) years with Fire Wire LLC.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260189.

BACKGROUND AND SUMMARY:

Fire Wire LLC shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment ("PPE") bunker gear ("Gear"), for all Fire Department owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, gloves, structure helmets and structure boots, in accordance with the most recent National Fire Protection Association ("NFPA") Standard 1851.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/1002001

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 11/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Existing Contracts

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons Services Offered to the City of Santa Fe (FY26)
CPO Service Determination Email
Procurement document: Existing Contract / Master Agreement / General Services Contract
Vendor's Quote
Certificate of Liability Insurance (COI)

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

SERVICES

Fire Department PPE Inspection, Repair, and Cleaning Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **FIRE W.I.R.E. LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. **Scope of Work**

The Contractor shall perform the following work:

Contractor shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment ("PPE") bunker gear ("Gear"), for all City owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, gloves, structure helmets and structure boots, in accordance with the most recent National Fire Protection Association ("NFPA") Standard 1851. The Contractor shall be a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition.

Services required are as follows:

A. Generally. Contractor shall provide services for PPE as follows: Cleaning of coats and trousers, to include removal of liners. Cleaning must include the closure of all Velcro hooks and loops; Post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation; Repair of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;

Alterations of PPE bunker gear, as needed, consistent with garment element manufacturer's methods; Contractor shall provide cleaning and inspection of bunker gloves, structure boots, and structure hoods.

Contractor shall conduct testing as included in NFPA 1851 requirements to ensure proper operation of PPE.

B. Deliverables. The Contractor shall be a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition recordkeeping, and share records with County Contractor, as an ISP shall provide annual Test Verification of Conformity with relevant NFPA 1851 Standards. Contractor shall keep records of all maintenance schedules, testing and evaluation findings, and repair orders, for the entire term of the Agreement. Copies of which shall be provided to City at each service interval or upon City request.

Contractor shall provide a proposed maintenance schedule to include length of time it requires to conduct testing, repair and cleaning of PPE. City requires all services be done within four (4) days from pickup. Contractor shall provide confirmation of their ability to meet City's requirement as part of Contractor's response.

C. **Pick-up and Delivery** Selected Contractor will be expected to pick up PPE at Fire Station 5 located at 1130 Siler Road, Santa Fe, NM 87507, up to twice per month, and deliver inspected, cleaned or repaired PPE, Fire Station 5 located at 1130 Siler Road, Santa Fe, NM 87507 within four (4) days from pickup.

If Contractor cannot pick up and deliver PPE, Contractor shall include details on method of receipt of PPE for service, and methods of return of serviced PPE.

D. Contractor will provide post-incident and annual inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;

E. Contractor will provide Hands-on training, to be offered once per year, to City of Santa Fe Fire Department, Health and Safety Staff, at Offeror facility, on proper disposal of retired and condemned bunker gear; Hands-on training, to be offered once per year, to City of Santa Fe Fire Department, Health and Safety Staff, at Offeror facility, on proper storage methods of PPE per manufacturers' guidelines;

F. Additional Services Offered. The following services are offered for certain contaminant exposure as requested by the City: Carbon Dioxide (CO_2) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services described in the scope of work, the City agrees pay the Contractor	$305,026.00
The services in the contract include GRT. The GRT on this contract at 8.1875% equals	+ $24,974.00
The total compensation for the contract including GRT is	= $330,000.00

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate six (6) years from the date of final signature unless terminated pursuant to Paragraph 6 (Termination) or Paragraph 16 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. **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.

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

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

iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 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 Governing Body, 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, NMSA 1978, Chapter 10, Article 16.

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 19 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 19 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 Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

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.

Statewide/Existing Agreements 13-1-129

This Contract is issued against the state or agency Master Agreement, established, and maintained by the County of Los Alamos, Incorporated County of Los Alamos Services Agreement # AGR25-01, and through this language hereby incorporates this Contract 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, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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 24 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:

i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

ii. 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:

i. 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

ii. 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 as broad as ISO Form CG 00 01 with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

33. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. Invalid Term or Condition

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

35. Enforcement of Contract

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

36. Patent, Copyright, Trademark 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:

i. give the Contractor prompt written notice within 48 hours of any claim;
ii. allow the Contractor to control the defense of settlement of the claim; and
iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
ii. replace or modify the product or service so that it becomes non-infringing; or,
iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

The Contract paragraphs titled "Patent, Copyright, Trademark and Trade Secret Indemnification" 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 6 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Fire Department Assistant Fire Chief 200 Murales Road Santa Fe, NM 87501 fireadmin@santafenm.gov 505-955-3112	**To the Contractor:** FIRE W.I.R.E. LLC Juanita Martinez 3415 Bryn Mawr Dr NE Albuquerque, NM 87107 firewash@hotmail.com 505-660-1477

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

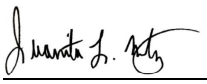
IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

City of Santa Fe:

_____
Alan Webber, Mayor

Date:_____

Contractor:



Juanita Martinez, Owner

Date: Nov 13, 2025

NMBTIN: __80-0713227_____

Attest:

_____
City Clerk

Approved to form and legal sufficiency by:

Assistant City Attorney

Approved for Finances:

Finance Director

Exhibit A

See attached Estimate no. 403 ...

EXHIBIT A

ESTIMATE

FIRE W.I.R.E. LLC
3415 Bryn Mawr Dr NE
Albuquerque, NM 87107

firewash@hotmail.com
+1 (505) 660-1477
www.firewirellc.com

City of Santa Fe Fire Department

Bill to
City of Santa Fe
P.O. BOX 909
Santa Fe, NM 87504

Ship to
City of Santa Fe
Fire Department
P.O. BOX 909
Santa Fe, NM 87504

Estimate details
Estimate no.: 403
Estimate date: 09/24/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Advanced Cleaning**	Advanced Cleaning of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	$40.00	$13,760.00
2.	**Advanced Inspection**	Advanced Hydrostatic Annual Inspection of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	$38.00	$13,072.00
3.	**Advanced Routine Inspection**	Advanced Routine Visual Inspection of Firefighter Bunker Gear per NFPA 1851 NFPA 1851 - 344 Ensemble Sets	344	$28.00	$9,632.00
4.	**Advanced Repairs**	Advanced Repairs of Firefighter Bunker Gear per NFPA 1851 - 344 Ensemble Sets	344	$42.5563081	$14,639.37

Subtotal	$51,103.37
Sales tax	$3,896.63
Total	**$55,000.00**

Note to customer
We appreciate your business. Thank you.

Accepted date **Accepted by**

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

Outlook

RE: Los Alamos County Contract and RFP Documents

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Thu 10/2/2025 9:03 PM
To CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>

1 attachment (527 KB)
rfp25-01-inspection-and-maintenance-of-fire-department-personal-protective-equipment_final.pdf;

Sten and Toni,

After reviewing the RFP (attached here for your reference, as posted on the Los Alamos County website) along with the related documentation that you provided, I have determined that it is in the City's best interest to proceed with a City contract under NMSA 1978, Section 13-1-129. This approach allows us to leverage the Los Alamos County Master Agreement for these purposes.

Thank you.

Regards,

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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

CITY OF SANTA FE
FINANCE

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

---

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, October 1, 2025 4:44 PM
To: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>
Cc: VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Attached is the COI and draft Purchasing Memo. I'll send the draft Purchasing Memo soon...

Toniette Candelaria Martinez
Fiscal Administrator
505-955-3109
200 Murales Road
Santa Fe, NM 87501
www.santafenm.gov/fire-department

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Wednesday, October 1, 2025 3:19 PM
To: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>
Cc: VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Here are the documents needed. Letter of authorization from the vendor, RFP, proposal, evaluation document, and any related documents or attachments.
Graham, you drafted the contract.
Have you done a purchasing memo for the packet?
I'd like to review those.
Also we need a current COI from FireWire naming City of Santa Fe as the certificate holder.

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

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 1, 2025 11:33 AM
To: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>; VELARDE, VICTORIA E. <vevelarde@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Toni, is there any way you can get the procurement documents? The RFP, proposal, evaluation document, and any related documents or attachments.

To answer your question, depending on if we can use this contract as the bases for our City contract, the term may be a full 7 years from the date of signature if the vendor agrees. We would use the same scope and items, just update the wording to read "the City of Santa Fe."

Thank you.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1
Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://santafenm.munisselfservice.com/vss/
[Transitioning] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

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

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, September 24, 2025 4:30 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>; VELARDE, VICTORIA E. <vevelarde@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Hi Travis,
Can you please review the attached draft contact before we upload it to JotForm? Notice the Term on the *Incorporated County of Los Alamos Services Agreement AGR25-01* is through 11/14/2031. There are six years remaining. Can we use this Contract we're drafting for the remaining six years? Would our term date be 11/14/2031 or 6/30/2032?

Appreciate you,

Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109
200 Murales Road
Santa Fe, NM 87501
www.santafenm.gov/fire-department

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:49 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MILLER, GRAHAM R. <grmiller@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Thank you!

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:48 PM
To: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Greetings,

Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding packet and 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.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov

-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov

-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov

-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov

-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov

-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $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 must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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

CITY OF SANTA FE
FINANCE

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

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From: MILLER, GRAHAM R. <grmiller@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:47 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Here is the Scope of Work:

Offeror shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment ("PPE") bunker gear ("Gear"), for all County owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, structure helmets and structure

boots, in accordance with the most recent National Fire Protection Association (“NFPA”) Standard 1851. The selected Offeror shall be a verified Independent Service Provider (“ISP”) and shall be in compliance with NFPA 1851-2020 or most recent edition

Services required are as follows: **Generally.** Offeror shall provide services for PPE as follows: Cleaning of coats and trousers, to include removal of liners. Cleaning must include the closure of all Velcro hooks and loops;

Post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;

Repair of PPE bunker gear, as needed, consistent with garment element manufacturer’s methods;

Alterations of PPE bunker gear, as needed, consistent with garment element manufacturer’s methods;

Offeror shall provide cleaning and inspection of bunker gloves, structure boots, and structure hoods.

Offeror shall conduct testing as included in NFPA 1851 requirements to ensure proper operation of PPE.

Deliverables The selected Offeror shall be a verified Independent Service Provider (“ISP”) and shall be in compliance with NFPA 1851-2020 or most recent edition recordkeeping, and share records with County

Offeror, as an ISP shall provide annual Test Verification of Conformity with relevant NFPA 1851 Standards.

Offeror shall keep records of all maintenance schedules, testing and evaluation findings, and repair orders, for the entire term of the Agreement. Copies of which shall be provided to County at each service interval or upon County request.

Offeror shall provide a proposed maintenance schedule to include length of time it requires to conduct testing, repair and cleaning of PPE. County requires all services be done between ten (10) and twenty (20) days from pickup. Offeror shall provide confirmation of their ability to meet County’s requirement as part of Offeror’s response.

Pick-up and Delivery Selected Offeror will be expected to pick up PPE at Fire Station 4 located at 4401 Diamond Drive, Los Alamos, NM 87544, up to twice per month, and deliver inspected, cleaned or repaired PPE, to Fire Administration at 999 Central Avenue, Suite 200, Los Alamos, NM 87544 within ten (10) to twenty (20) days from pickup.

If Offeror cannot pick up and deliver PPE, Offeror shall include details on method of receipt of PPE for service, and methods of return of serviced PPE.

Additional Services Preferred But Not Required. The following services are preferred but not required. Offerors are asked to provide a description of any of the following services offered as part of the Offeror’s response. Please provide description of ability to perform and cost information for Carbon Dioxide (CO_2) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.

Please provide description of ability to perform post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;

Hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at Offeror facility, on proper disposal of retired and condemned bunker gear;

Hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at Offeror facility, on proper storage methods of PPE per manufacturers’ guidelines;

Graham Miller

Battalion Chief-Health and Safety

505-629-5401

grmiller@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, September 24, 2025 12:42 PM
To: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Hi Toni, I don't see a scope of work. Do you mind copying and pasting it into this email thread?

Thank you.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

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

CITY OF SANTA FE
FINANCE

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

---

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Wednesday, September 24, 2025 10:48 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Good morning,

Can we please get a Service Determination for this?

Respectfully,

Toniette Candelaria Martinez

Fiscal Administrator

505-955-3109

200 Murales Road

Santa Fe, NM 87501

www.santafenm.gov/fire-department

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Monday, September 8, 2025 11:05 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>; Purchasing <purchasing@santafenm.gov>
Subject: RE: Los Alamos County Contract and RFP Documents

Thank you Travis

Sten A Johnson

Assistant Chief – Support Services

City of Santa Fe Fire Department

200 Murales Rd.

Santa Fe, New Mexico 87501

505-467-9799

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, September 8, 2025 9:29 AM
To: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>; Purchasing <purchasing@santafenm.gov>
Subject: Re: Los Alamos County Contract and RFP Documents

Sten,

You may proceed on this path. The applicable statute is NMSA 1978, Section 13-1-129 Existing Contracts. The procurement was conducted as an RFP, and total compensation is capped at $210,000 (excluding GRT) unless amended. Unit pricing may be based on the items listed in the Master Agreement (Los Alamos' contract). Please also note that the contract term cannot exceed seven years in total.

SECTION B. TERM: The term of this Agreement shall commence November 15, 2024 a continue through November 14, 2031 unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation**. County shall pay compensation for performance of the S in an amount not to exceed TWO HUNDRED TEN THOUSAND AND N0/100 DO ($210,000.00), which amount does not include applicable New Mexico gross receipt ("NMGRT"). Compensation shall be paid in accordance with the rate schedule se Exhibit B, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices**. Contractor shall submit itemized invoices, upon the completion of s for each set of PPE approximately four (4) times per year, to County's Project M showing amount of compensation due, amount of any NMGRT, and total amount p Payment of undisputed amounts shall be due and payable thirty (30) days after C receipt of the invoice.

Thank you.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

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

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

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

CITY OF SANTA FE
FINANCE

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Contracts <Contracts@santafenm.gov>
Cc: MILLER, GRAHAM R. <grmiller@santafenm.gov>; CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Subject: FW: Los Alamos County Contract and RFP Documents

Hi Travis,

This contract will be a new service agreement with a vendor we have used for years. The contract is necessary due to our increase usage. ~$50,000/year.
We would like to establish the agreement using an existing contract (Los Alamos Fire Department). A letter from the vendor extending terms is provided.

Let us know how to proceed.
Thank you,

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

From: Juanita L. Martinez <firewash@hotmail.com>
Sent: Tuesday, July 8, 2025 3:10 PM
To: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc: CORTEZ, BERNADETTE L. <blcortez@santafenm.gov>
Subject: Fw: Los Alamos County Contract and RFP Documents

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

Hi Sten,

We currently have a contract that all Fire Departments can use.

I am forwarding the email Kat Brophy sent to me from the procurement office with the County of Los Alamos. Attached is the entire contract between Los Alamos Fire Department and FIRE W.I.R.E. LLC. She states that the contract can be used "as a piggyback." The contract is good for 7 years.

Please let me know if you have any questions.

Thank you.

Juanita L. Martinez
FIRE W.I.R.E. LLC

3415 Bryn Mawr Dr NE
Albuquerque, NM 87107
(505) 660-1477
(505) 660-2037

firewash@hotmail.com
www.firewirellc.com

From: Brophy, Kat <kat.brophy@losalamosnm.gov>
Sent: Tuesday, July 8, 2025 1:10 PM
To: Juanita L. Martinez <firewash@hotmail.com>
Subject: Los Alamos County Contract and RFP Documents

Hi Juanita,

Here are all the documents you need for AFR to use our contract as a piggyback.

I hope this helps!

****

Kat Brophy
Management Analyst
Procurement Division
Los Alamos County
Direct Line (505) 662-8127
Cell (505) 709-5030
Visit our website at www.losalamosnm.us

LOS ALAMOS
where discoveries are made

My email address has changed! Please update your records to reflect the new address at kat.brophy@losalamosnm.gov. Thank you

"Illegal Acts: It is unlawful to offer, solicit, demand, accept or agree to accept, give or agree to give gratuities or kickbacks. County Code and New Mexico statutes impose criminal, civil and administrative penalties for bribes, gratuities, and kickbacks."

Visit our website at www.losalamosnm.us

Recently Launched! We are excited to announce that Los Alamos County is converting to an online procurement software called Bonfire to help us improve collaboration for competitive opportunities. Beginning in spring 2025, Bids and RFP responses will be submitted through the Bonfire portal. Visit the County Procurement website for more information.
https://www.losalamosnm.us/Doing-Business/Procurement/Open-Solicitations

FIREWIR-01 EZUNIGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2025

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

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

PRODUCER	CONTACT NAME: Dolores Silva
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	PHONE (A/C, No, Ext): (505) 962-2653 FAX (A/C, No): E-MAIL ADDRESS: dsilva@bbirs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Union Insurance Company	25844
INSURER B : Lloyd's of London	15792
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

FIRE W.I.R.E. LLC
3415 Bryn Mawr Dr NE
Albuquerque, NM 87107

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPA 9181659	4/5/2025	4/5/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CPA 9181659	4/5/2025	4/5/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X 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 Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		WCA 9181698	4/5/2025	4/5/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab.			MPL5311411.25	4/5/2025	4/5/2026	Each Claim	1,000,000
B	Professional Liab.			MPL5311411.25	4/5/2025	4/5/2026	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Specialty Clothing Cleaning, Repair and Inspection

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Santa Fe Fire Department
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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Signature: GRAHAM MILLER (Nov 15, 2025 19:08:29 MST)

Email: grmiller@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

FIRE W.I.R.E. LLC

(Wash, Inspect, and Repair of Ensemble)
(505) 660-1477
firewash@hotmail.com
www.firewirellc.com

August 15, 2025 A Letter of Concurrence

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

FIRE W.I.R.E. LLC
3415 Bryn Mawr Dr NE
Albuquerque, NM 87107

To Assistant Chief Sten A. Johnson and The City of Santa Fe Fire Department,

This letter is to inform you that FIRE W.I.R.E. LLC is willing to extend the conditions of the City of Los Alamos AGR25-01 contract to the City of Santa Fe Fire Department.

All terms, conditions and pricing listed in the contract will be extended to the City of Santa Fe Fire Department.

If there are any questions from any Department, please reach out to me, Juanita L. Martinez, at C: (505) 660-1477 or email at firewash@hotmail.com

Thank you for your attention to this matter.

Juanita L. Martinez
FIRE W.I.R.E. LLC

Docusign Envelope ID: 68B6C977-9F90-4B3C-A3CB-6B67B32A79BB

LOS ALAMOS COUNTY, NM
NAOMI D. MAESTAS COUNTY CLERK
LACF24-0908 Pages: 13
11/15/2024 02:15:05 PM
Allison Collins

AGR25-01

LOS ALAMOS

INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Fire W.I.R.E., LLC**, a New Mexico limited liability corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes November 15, 2024 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 25-01 ("RFP") on August 1, 2024, requesting proposals for inspection, maintenance and repair of Fire Department Personal Protective Equipment ("PPE"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated August 8, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. Contractor shall implement an annual maintenance program for the cleaning, inspection, repair, stitching, sewing, and alteration of Personal Protective Equipment ("PPE") bunker gear ("Gear"), ("Services") for all County owned or used structural firefighting clothing, to include pants, coats, Nomex hoods, structure helmets and structure boots, in accordance with the most recent National Fire Protection Association ("NFPA") Standard 1851.

2. Contractor is a verified Independent Service Provider ("ISP") and shall be in compliance with NFPA 1851-2020 or most recent edition

3. Contractor shall provide Services as follows:
   a. Cleaning of coats and trousers, to include removal of liners. Cleaning must include the closure of all Velcro hooks and loops;
   b. Post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;
   c. Repair of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;
   d. Alterations of PPE bunker gear, as needed, consistent with garment element manufacturer's methods;

e. Contractor shall clean and inspect bunker gloves, structure boots, and structure hoods.
f. Contractor shall perform testing as included in NFPA 1851 requirements to ensure proper operation of PPE.
g. Contractor shall pick up and deliver inspected, cleaned or repaired PPE, to Fire Administration at 999 Central Avenue, Suite 200, Los Alamos, NM 87544, in accordance with Proposed Maintenance Schedule attached as Exhibit A or as requested by County.
h. As requested by County, Contractor shall perform Carbon Dioxide (CO2) liquid pressure cleaning of protective clothing for structural firefighting gear (Bunker Gear) that consists of pants, coats, including the (outer shell) moisture barrier and (inner shell) thermal barrier, drag rescue device (DRD), boots, gloves and helmets and hoods.
i. As requested by County, Contractor shall perform post-incident inspections to include Visual Evaluation, Light Evaluation and Water Penetration Barrier Evaluation;
j. Contractor shall provide hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at a location mutually agreed upon by both Parties, on proper disposal of retired and condemned bunker gear;
k. Contractor shall provide hands-on training, to be offered once per year, to Los Alamos Fire Department Safety Division Staff, at a location mutually agreed upon by both Parties, on proper storage methods of PPE per manufacturers' guidelines;
l. Contractor shall keep records of all maintenance schedules, testing and evaluation findings, and repair orders, for the entire term of the Agreement. Copies of which shall be provided to County at each service interval or upon County request.

SECTION B. TERM: The term of this Agreement shall commence November 15, 2024 and shall continue through November 14, 2031 unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation**. County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED TEN THOUSAND AND N0/100 DOLLARS ($210,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit B, attached hereto and made a part hereof for all purposes.
2. **Monthly Invoices**. Contractor shall submit itemized invoices, upon the completion of services for each set of PPE approximately four (4) times per year, to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any

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agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS ($1,000,000.00) per occurrence; ONE MILLION DOLLARS ($1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS ($1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS ($1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

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SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

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SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

1. **Generally**. The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding**. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

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County:

Fire Chief
Incorporated County of Los Alamos
999 Central Avenue, Suite 200
Los Alamos, New Mexico 87544
E-mail: fire-ap@lacnm.us

With a copy to:
County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

E-mail:~attorney@lacnm.us

Contractor:

Owner
Fire W.I.R.E., LLC
3415 Bryn Mawr Dr. NE
Albuquerque, New Mexico 87107

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

Naomi D. Maestas

NAOMI D. MAESTAS
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: Anne W. Laurent 11/13/2024

ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

Larissa Breen for

J. ALVIN LEAPHART
COUNTY ATTORNEY

FIRE W.I.R.E., LLC, A NEW MEXICO LIMITED LIABILITY CORPORATION

BY: Juanita L. Martinez 11/14/2024

JUANITA L. MARTINEZ **DATE**
OWNER

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Exhibit A
Proposed Maintenance Schedule
AGR25-01

Our Service to Fire Departments in the State of New Mexico is to provide a pick-up and delivery service. We will provide a 10 Day, and 20 Day (Business Days) turn around pick-up and delivery time frame.

See schedule below:

In 10 Business Days

- Gear is Received at our facility.
- Separated and tagged with the Department Name.
- Sent through the cleaning process.
- Hung to air dry.
- Liners are sent through the Inspection process (Light and Visual Inspection).
- Outer Shells are sent through the Inspection process (Visual Inspection).
- Minor Repairs are addressed.
- Gear is Reassembled and packaged for delivery and returned.

In 20 Business Days

- Gear is Received at our facility.
- Separated and tagged with the Department Name.
- Sent through the cleaning process.
- Hung to air dry.
- Liners are sent through the Inspection process (Light, Visual and Hydrostatic Inspection).
- Outer Shell are sent through the Inspection process (Visual Inspection).
- Minor and Major Repairs are addressed.
- The Department is notified of Major Repairs and informed of any issues.
- Gear is Reassembled and packaged for delivery and returned.

We can also accommodate any special requests for additional pickups and deliveries on an as needed basis.

Within the above Scheduled 10 to 20 Business Days, FIRE W.I.R.E. LLC has the capability to Pick up PPE at Fire Station #4 at 4401 Diamond Drive, Los Alamos, NM 87544 and return cleaned, inspected and repaired PPE to Fire Administration at 999 Central Avenue, Suite 200, Los Alamos, NM 87544.

Exhibit B
Compensation Rate Schedule
AGR25-01

Offeror (Company Name): FIRE W.I.R.E. LLC							
Description	**Unit Price Year 1**	**Unit Price Year 2**	**Unit Price Year 3**	**Unit Price Year 4**	**Unit Price Year 5**	**Unit Price Year 6**	**Unit Price Year 7**
Bunkers Advanced Cleaning							
Bunker Coat (including liners) if applies	$20.00	$20.40	$20.81	$21.23	$21.66	$22.10	$22.55
Bunker Pant (including liners) if applies	$20.00	$20.40	$20.81	$21.23	$21.66	$22.10	$22.55
Helmet	$5.00	$5.10	$5.20	$5.30	$5.40	$5.50	$5.60
Suspenders	$-	$-	$-	$-	$-	$-	$-
DRD – (Drag Rescue Device)	$-	$-	$-	$-	$-	$-	$-
Bunkers Inspection Only (Coat & Pant)	$14.00	$14.28	$14.57	$14.86	$15.16	$15.47	$15.78
Helmet Inspection Only	$1.00	$1.10	$1.20	$1.30	$1.40	$1.50	$1.60
DRD (Drag Rescue Device) Only	$-	$-	$-	$-	$-	$-	$-
Bunkers Advanced Cleaning with Inspection							
Bunker Coat (includes liners) if applies	$34.00	$34.68	$35.38	$36.10	$36.82	$37.57	$38.33
Bunker Pant (includes liners) if applies	$34.00	$34.68	$35.38	$36.10	$36.82	$37.57	$38.33
Helmet	$6.00	$6.12	$6.24	$6.36	$6.49	$6.62	$6.75
Bunkers Decontamination							
Bunker Coat (includes liners) if applies	$4.00	$4.10	$4.20	$4.30	$4.40	$4.50	$4.60
Bunker Pant (includes liners) if applies	$4.00	$4.10	$4.20	$4.30	$4.40	$4.50	$4.60
Helmet	$4.00	$4.10	$4.20	$4.30	$4.40	$4.50	$4.60

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Repair of Coat and Pants							
Replace/Repair Scotchlite Trim (3") Lime-2 Tone (min. per foot)	$6.00	$6.12	$6.24	$6.36	$6.49	$6.62	$6.75
Replace All Scotchlite Trim (3") Lime-2 Tone – Coat	$81.00	$81.62	$83.25	$84.92	$86.62	$88.35	$90.12
Replace All Scotchlite Trim (3") Lime-2 Tone – Pant	$27.00	$27.54	$28.10	$28.66	$29.23	$29.82	$30.42
Velcro Replacement – Pant	$2.75	$2.80	$2.85	$2.91	$2.97	$3.05	$3.11
Velcro Replacement – Coat	$2.75	$2.80	$2.85	$2.91	$2.97	$3.05	$3.11
Re-stitching of seams	$0.50	$0.51	$0.52	$0.53	$0.54	$0.55	$0.56
Bar tack stitch	$2.00	$2.04	$2.09	$2.13	$2.17	$2.21	$2.25
Rivets or Grommets	$2.00	$2.04	$2.09	$2.13	$2.17	$2.21	$2.25
Snaps/Suspender Buttons	$2.00	$2.04	$2.09	$2.13	$2.17	$2.21	$2.25
Replace Barcode	$1.00	$1.10	$1.20	$1.30	$1.40	$1.50	$1.60
Replace Wristlet according to mfg. specs	$30.00	$31.60	$32.23	$32.87	$33.53	$34.20	$34.88
Coat Reinforcements							
Cuff around sleeve	$7.50	$7.65	$7.80	$7.96	$8.12	$8.28	$8.45
Elbow Patches	$8.00	$8.16	$8.32	$8.49	$8.66	$8.83	$9.00
Shoulder Patches	$8.00	$8.16	$8.32	$8.49	$8.66	$8.83	$9.00
Pocket Replacement	$20.00	$20.40	$20.81	$21.23	$21.66	$22.10	$22.55
Replace Coat Zipper	$35.00	$35.70	$36.42	$37.15	$37.90	$38.66	$39.44
Pant Reinforcements							
BiFlex Heat Channel Knees – (Kevlar/Nomex - Gold)	$14.00	$14.28	$14.57	$14.86	$15.16	$15.47	$15.78
Horizontal Strips in BiFlex knees (Arashield –Gold or Comparable)	$14.00	$14.28	$14.57	$14.86	$15.16	$15.47	$15.78

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Replace Cuffs – Pant/Angled (Arashield – Black or Comparable)	$68.00	$69.36	$70.75	$72.17	$73.61	$75.08	$76.58
Replace take-up strips on pant	$12.00	$12.24	$12.48	$12.73	$12.98	$13.24	$13.50
Reface Pocket	$17.00	$17.34	$17.69	$18.05	$18.41	$18.78	$19.16
Zipper - Crotch	$28.00	$28.56	$29.13	$29.71	$30.31	$30.92	$31.53
Velcro at Fly (Hook and Loop)	$2.75	$2.80	$2.85	$2.91	$2.97	$3.05	$3.11
Install liner access opening (including Velcro)	$12.00	$12.24	$12.48	$12.73	$12.98	$13.24	$13.50
MISC PATCH and ALTERATIONS							
Small Shell patch (Kombat Flex – Bronze or Comparable)	$4.00	$4.10	$4.20	$4.30	$4.40	$4.50	$4.60
Medium shell patch (Kombat Flex – Bronze or Comparable)	$8.00	$8.16	$8.32	$8.49	$8.66	$8.83	$9.00
Large shell patch (Kombat Flex – Bronze or Comparable)	$15.00	$15.30	$15.60	$15.92	$16.24	$16.56	$16.89
Small Thermal patch (Meta Aramid or Comparable)	$4.00	$4.10	$4.20	$4.30	$4.40	$4.50	$4.60
Medium Thermal patch (Meta Aramid or Comparable)	$8.00	$8.16	$8.32	$8.49	$8.66	$8.83	$9.00
Large Thermal patch (Meta Aramid or Comparable)	$15.00	$15.30	$15.60	$15.92	$16.24	$16.56	$16.89
Small Moisture patch (Crosstech Black 2F)	$4.00	$4.10	$4.20	$4.30	$4.40	$4.50	$4.60
Medium moisture patch (Crosstech Black 2F)	$8.00	$8.16	$8.32	$8.49	$8.66	$8.83	$9.00
Large moisture patch (Crosstech Black 2F)	$15.00	$15.30	$15.60	$15.92	$16.24	$16.56	$16.89

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Moisture seam tape per inch	$2.75	$2.80	$2.85	$2.91	$2.97	$3.05	$3.11
Shorten Coat/Liner (per inch)	$40.00	$40.80	$41.62	$42.45	$43.30	$44.16	$45.05
Shorten Sleeves (per inch)	$25.00	$25.50	$26.00	$26.53	$27.10	$27.60	$28.15
Lengthen Sleeves (per inch)	$30.00	$31.60	$32.23	$32.87	$33.53	$34.20	$34.88
Reduce Chest Size (per inch)	$16.00	$16.32	$16.65	$16.98	$17.32	$17.67	$18.00
Increase Chest Size (per inch)	$32.00	$32.64	$33.29	$33.96	$34.64	$35.33	$36.10
Shorten pants (per inch)	$25.00	$25.50	$26.00	$26.53	$27.10	$27.60	$28.15
Lengthen Pants (per inch)	$30.00	$31.60	$32.23	$32.87	$33.53	$34.20	$34.88
Reduce Waist Size (per inch)	$25.00	$25.50	$26.00	$26.53	$27.10	$27.60	$28.15
Increase Waist Size (per inch)	$30.00	$31.60	$32.23	$32.87	$33.53	$34.20	$34.88
Customizations							
Install Inspection Port – Coat	$2.75	$2.80	$2.85	$2.91	$2.97	$3.05	$3.11
Install Inspection Port – Pant	$2.75	$2.80	$2.85	$2.91	$2.97	$3.05	$3.11
Install Microphone Loop (Kombat Flex – Bronze or Comparable)	$5.00	$5.10	$5.20	$5.30	$5.40	$5.50	$5.60
Radio Pocket (Kombat Flex – Bronze or Comparable)	$20.00	$20.40	$20.81	$21.23	$21.66	$22.10	$22.55
Name Patch w/Hook & Loop	$25.00	$25.50	$26.00	$26.53	$27.10	$27.60	$28.15
Letters Sewn On	$2.50	$2.55	$2.60	$2.65	$2.71	$2.76	$2.82
Replace Existing Letters	$6.00	$6.12	$6.24	$6.36	$6.49	$6.62	$6.75
American Flag	$4.00	$4.10	$4.20	$4.30	$4.40	$4.50	$4.60
Special Requests							
Spot Clean Only	$-	$-	$-	$-	$-	$-	$-

Description	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7
Additional Services (if applicable)							
Carbon Dioxide Liquid Pressure Cleaning	$110.00	$112.20	$114.44	$116.73	$119.07	$121.45	$123.89
Post-incident inspections	$11.00	$11.22	$11.44	$11.66	$11.89	$12.12	$12.36
Hands-On disposal training at Contractor's facility	Included	Included	Included	Included	Included	Included	Included
Hands-On storage training at Contractor's facility	Included	Included	Included	Included	Included	Included	Included
Other optional services as proposed by Offeror							
Scott Airpack Washing	$15.00	$15.30	$15.60	$15.92	$16.24	$16.56	$16.89
SCBA Mask	$15.00	$15.30	$15.60	$15.92	$16.24	$16.56	$16.89
Pick Up And Delivery							
	Included	Included	Included	Included	Included	Included	Included

Contractor's travel may be charged at actual cost, provided copies of all travel expenses must accompany invoices submitted to County and shall only include the following:

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service or a minimum of $0.45 per mile;
5. Hotel or motel lodging, not to exceed $250.00 base rate per night excluding tax;
6. Meals, per Los Alamos County Travel Policy, currently $90.00 per diem daily for multi-day travel, or up to $40.00 daily for one day travel;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco products.

CITY OF SANTA FE

The Purchasing Memo

Date: November 18, 2025

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

From: Brian Moya, Fire Chief BRIAN MOYA

Via: Brian Moya, Fire Chief

Subject: Amendment No. 1 to Contract 3260064

Vendor Name: Life Extension Clinics, Inc. dba Life Scan Wellness Centers

Munis Vendor Number: 7906

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of Amendment No. 1 to the professional services contract, dated August 25, 2025 between the City of Santa Fe and Life Extension Clinics, Inc. dba Life Scan Wellness Centers to increase the amount of compensation by a total of $495,407.95. The City shall pay to the Contractor in full payment services satisfactorily performed at the rates per physical listed in the table below, such compensation not to exceed six hundred forty-five thousand seven hundred seventy-one dollars and twenty cents ($645,771.20) including gross receipts tax (8.1875%), as calculated in the table below:

Year	Amount Per Physical	Amount not to exceed	GRT	Total
2026	$665.00	$139,000.00	$11,380.63	$150,380.63
2027	$695.00	$145,300.00	$11,896.44	$157,196.44
2028	$730.00	$152,600.00	$12,494.13	$165,094.13
2029	$765.00	$160,000.00	$13,100.00	$173,100.00

Note: Base Exam amount does not include additional testing. Additional testing would incur the same percentage increase from year to year as the base amount. GRT is based on current price but may increase based on New Mexico legislation. Fluctuations in GRT do not increase the not-to-exceed amount of this Contract. Any agreement to reimburse Contractor for additional GRT would need to be agreed upon in writing by amendment.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260064.

BACKGROUND AND SUMMARY:

The objective of the resultant contract is to implement a consistent, National Fire Protection Agency (NFPA) 1582-compliant medical monitoring program that improves firefighter wellness and reduces line-of-duty deaths and injuries. The Contractor shall provide baseline and annual medical examinations and evaluations that include a full range of diagnostics, screenings, and immunizations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Administration/1002001

Munis Object Name/Number: Professional Contracts/510300

Budget Officer / Designee: Andy Hopkins **Date:** 11/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The total compensation of this contract is $495,407.95 including gross receipts tax and expenses.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: NA

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

Comment/Exceptions: _____

ATTACHMENTS:

Amendment No. 1 to Professional Services Contract 3260064
25-0376 Life Extension Clinics Professional Services Contract

Item #: _____
Munis Contract #: **3260064**
Original Contract Item #: 25-0376
RFP #: 25160

CITY OF SANTA FE, FIRE DEPARTMENT
AMENDMENT No. 1 TO
Contract # 3260064

Firefighter Physical Examinations

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 25, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Life Extensions Clinics, Inc. D/B/A Life Scan Wellness Centers (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 annual physical examinations to employees of the City's Fire Department.

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 to the following Amendment:

Section 3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $495,407.95 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 at the rates per physical listed in the table below, such compensation not to exceed six hundred forty-five thousand seven hundred seventy-one dollars and twenty cents ($645,771.20), including gross receipts tax

(8.1875%), as calculated in the table below.

Year	Amount Per Physical	Amount not to exceed	GRT	Total
2026	$665.00	$139,000.00	$11,380.63	$150,380.63
2027	$695.00	$145,300.00	$11,896.44	$157,196.44
2028	$730.00	$152,600.00	$12,494.13	$165,094.13
2029	$765.00	$160,000.00	$13,100.00	$173,100.00

Note: Base Exam amount does not include additional testing. Additional testing would incur the same percentage increase from year to year as the base amount. GRT is based on current price but may increase based on New Mexico legislation. Fluctuations in GRT do not increase the not-to-exceed amount of this Contract. Any agreement to reimburse Contractor for additional GRT would need to be agreed upon in writing by amendment.

C. 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:
Life Extensions Clinics, Inc.
D/B/A Life Scan Wellness Centers

Chief Todd LeDuc (Ret), CEO (Oct 31, 2025 11:01:06 EDT)
TODD LEDUC, CEO

DATE: Oct 31, 2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Item #: 25-0376
Munis Contract #: 3260064
RFP#: 25160

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 Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

The objective of the resultant contract is to implement a consistent, National First Protection Agency (NFPA) 1582-compliant medical monitoring program that improves firefighter wellness and reduces line-of-duty deaths and injuries. The Contractor shall provide baseline and annual medical examinations and evaluations that include a full range of diagnostics, screenings, and immunizations.

1. The physical examinations conducted by the contractor must adhere to the following standards:
   a. United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
   b. National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
   c. United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the SFFD's Medical Officer.

2. The contractor shall be able to provide onsite services, including all services required in the resultant contract.

3. The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the resultant contract are met in a timely manner. This includes the daily

scheduling for annual physicals and all follow-ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals as coordinated with the Health and Safety Officer of each calendar year.

4. Each firefighter annual physical shall consist of the following components:
   a. Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
      i. **Blood Testing {1582-18, 7.7.1}-** Blood tests shall be performed annually and will include the following:
         1. CBC with differential, RBC indices and morphology and platelet count.
         2. Electrolytes (N, K, Cl, HCO3 or CO2).
         3. Renal function (BUN, creatinine).
         4. Glucose.
         5. Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
         6. Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
         7. Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
         8. Thyroid function; TSH & free T4.
         9. The following additional tests can be offered as agreed between both party's on a year-to-year basis:
            - Vitamin D
            - Cortisol
            - Progesterone (female option)
            - Estrone (E1) (female option)
            - Estradiol (E2) (female option)
            - Testosterone

      ii. **Infectious Disease Screening and Immunizations (1582-18, 7.7.9)** The following infectious disease screenings and/or immunizations shall be provided, as indicated:
         1. Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This is to be agreed upon annually between SFFD and selected vendor and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
         2. Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
         3. Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
         4. Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
         5. Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
         6. Hepatitis A vaccine

7. Varicella vaccine - offered to all non-immune personnel
8. Influenza vaccine - offered to all personnel annually.
9. HIV screening - available to personnel upon their request.

iii. **Heavy Metal Evaluation (1582-18, 7.7.12}**

1. 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
2. 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.

iv. **Urine Laboratory Testing (1582-18, 7.7.2)-** Urine lab tests required shall be performed annually and include the following:

1. Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.
2. Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
3. Analysis for occupational chemical exposure if indicated

v. **Audiology Testing (1582-18, 7.7.3)** Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

1. 500 Hz
2. 1000 Hz
3. 2000 Hz
4. 3000 Hz
5. 4000 Hz
6. 6000 Hz
7. 8000 Hz

Audiology testing shall compare audiogram results obtained during the yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA.

vi. **Vision Testing.** Ishihara, color and depth perception.

vii. Electrocardiograms (ECGs) {1582-18, 7.7.6)

1. 7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually.

2.7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.

viii. **Spirometry (1582-18, 7.7.4)** Pulmonary function testing shall be conducted annually to measure the following components:

1. Forced vital capacity (FVC).
2. Forced expiratory volume in 1.0 seconds (FEVl).
3. FVC and FEVl ratio.

ix. Cancer Screenings (1582-18, 7.7.13 through 7.7.20)

Contractor shall annually inform members of the heightened risks of cardiovascular disease and various types of cancer associated with firefighting. In addition to medical screening, contractor shall also provide ultrasound imaging to include, at a minimum:

1. Carotid arteries
2. Echocardiogram (heart with function)
3. Aorta and aortic valves
4. Thyroid
5. Internal Organs - liver, pancreas, gall bladder, kidneys and spleen
6. Bladder
7. Testicular and prostate - Men
8. Ovaries and uterus - Women

x. **Physical Exam and Consultation (1582-18, 7.6)** The annual physical examination shall include each of the following components:

1. Vital signs
2. Head, eyes, ears, nose and throat (HEENT)
3. Neck
4. Cardiovascular
5. Pulmonary
6. Breast
7. GI
8. Genitourinary
9. Hernia
10. Lymph nodes
11. Neurological
12. Musculoskeletal
13. Skin (including cancer screening).
14. Vision

xi. **Chest Radiograph (1582-18, 7.7.5)** Chest x-rays shall include an initial baseline and shall be repeated as medically indicated. Evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

xii. Medical Record Keeping (1582-18, 4.1.13)

The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This database shall include any follow-up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

xiii. Reporting and Contractor Responsibilities (1582-18, 4.2)

a. The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. Both parties shall comply with HIPPA. The SFFD shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data.
b. Contractor shall understand the physiological, psychological, and environmental demands placed on fire fighters.
c. Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.
d. Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification.
e. Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential tasks.
f. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation.

g. Provide SFFD with written medical clearance for everyone to perform emergency response service in compliance with NFPA 1582-18.
h. Provide SFFD with written respiratory protection clearance for everyone to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.
i. Provide SFFD with a Medical Examiner's Certificate (DOT Certification) for each fire department employee in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to health screening for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of six hundred sixty five dollars ($665.00) per physical, such compensation not to exceed one hundred thirty nine thousand dollars, ($139,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $11,363.25 shall be paid by the City to the Contractor at the rate of 8.1875%. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $150,363.25**

B. Payment. The total compensation under this Agreement shall not exceed [$139,000.00] excluding New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. 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 25160** 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: Sten Johnson, Assistant Fire Chief, PO Box 909, Santa Fe, NM 87504, sajohnson@santafenm.gov

To the Contractor: Todd LeDuc, CEO, 1011 North MacDill Avenue, Tampa, FL 33607, todd.leduc@lifescanwellness.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 (Aug 25, 2025 14:28:56 MDT)

ALAN WEBBER, CITY MAYOR

CONTRACTOR:
LIFE EXTENSION CLINCS, INC.
D/B/A LIFE SCAN WELLNESS

Todd LeDuc (Jul 25, 2025 12:27:23 EDT)

TODD LEDUC, CEO

DATE: Jul 25, 2025

NMBTIN#: _____

City of SF Business License #: _____

ATTEST:

ANDREA SALAZAR (Aug 25, 2025 15:20:46 MDT)

ANDREA SALAZAR, CITY CLERK

GB MTG 08-13-25

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	
Any person or organization you are required to include on this policy by written contract or written agreement in effect during this policy period and executed prior to the "loss".	
Additional Premium	$ Included

Section IV – Business Auto Conditions, A. Loss Conditions, 5., Transfer Of Rights Of Recovery Against Others To Us does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

We will retain the additional premium shown above, regardless of any early termination of this endorsement of this Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "loss".

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by an "accident" resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such "insured":

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

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions is amended to include:

This insurance does not apply to:

"Bodily injury" or "property damage" for which the Person(s) or Organization(s) shown in the Declarations or Schedule is obligated to pay damages by reason of the assumption of liability in a contract or agreement

C. SECTION II – COVERED AUTOS LIABILITY COVERAGE, C. Limits Of Insurance is amended to include:

The most we will pay on behalf of the "insured" shown in the Schedule is the amount of insurance:

1. Required by the contract or agreement you have entered into with the "insured"; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations, "your work" or facilities owned or used by you.

a. This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or

(3) Beyond the period of time required by the written contract or written agreement.

b. In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this Supplemental Policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

B. Solely as with respect to the insurance afforded to any person or organization qualifying as an additional insured under Section **A.** above, Paragraph **7. Other Insurance** in Section **E. CONDITIONS** is deleted and replaced by the following:

7. Other Insurance

a. This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

(1) Primary;

(2) Contributing;

(3) Excess; or

(4) Contingent.

b. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Section **C. WHO IS AN INSURED**, as amended by Section **A.** of this endorsement and who is also an additional insured under the Business Liability Coverage scheduled in the "underlying insurance":

(1) Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

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(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

C. Paragraph **D.6. How Limits Apply To Additional Insured** is deleted and replaced by the following:

How Limits Apply To Additional Insureds

a. If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:

(1) The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or

(2) The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.

b. Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

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Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Signature:

Email: xivigil@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/21/2025

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 Sihle Insurance Group Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 407-869-5490 **FAX (A/C, No):** 407-389-3580 **E-MAIL ADDRESS:** Certificates@sihle.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Hartford Underwriters Insurance Company — 30104
INSURED LIFEEXT-01 Life Extension Clinics Inc. dba Life Scan Wellness Centers 1011 N MacDill Avenue Tampa FL 33607	**INSURER B :** MSIG Specialty Insurance USA Inc — 34886 **INSURER C :** Palomar Excess and Surplus Insurance Company — 16754 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 742063436 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			21SBMBA9FTH	11/10/2024	11/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	N	N	HNO1000294-2	3/2/2025	3/2/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			21SBMBA9FTH	11/10/2024	11/10/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C A	Cyber Liability EPLI			PLMCBS2YANEQNE002 21SBMBA9FTH	6/26/2024 11/10/2024	6/26/2025 11/10/2025	Each Occurrence Aggregate Limit	$2,000,000 $25,000

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

Network Security Incident & Privacy Incident $2,000,000 Each Claim Limit of Liability $10,000 deductible is applicable

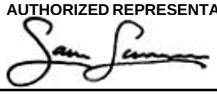
CERTIFICATE HOLDER

Santa Fe Fire Department
200 Murals Rd
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	
Any person or organization you are required to include on this policy by written contract or written agreement in effect during this policy period and executed prior to the “loss”.	
Additional Premium	$ Included

Section IV – Business Auto Conditions, A. Loss Conditions, 5., Transfer Of Rights Of Recovery Against Others To Us does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

We will retain the additional premium shown above, regardless of any early termination of this endorsement of this Policy.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "loss".

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury" or "property damage" to which this insurance applies, caused in whole or in part, by an "accident" resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such "insured":

1. Only applies to the extent permitted by law; and

2. If coverage provided to the "insured" is required by a contract or agreement, the insurance afforded to such "insured" will not be broader than that which you are required by contract or agreement to provide such "insured".

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions is amended to include:

This insurance does not apply to:

"Bodily injury" or "property damage" for which the Person(s) or Organization(s) shown in the Declarations or Schedule is obligated to pay damages by reason of the assumption of liability in a contract or agreement

C. SECTION II – COVERED AUTOS LIABILITY COVERAGE, C. Limits Of Insurance is amended to include:

The most we will pay on behalf of the "insured" shown in the Schedule is the amount of insurance:

1. Required by the contract or agreement you have entered into with the "insured"; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations, "your work" or facilities owned or used by you.

a. This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury"; and

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits shown for "underlying insurance"; or

(3) Beyond the period of time required by the written contract or written agreement.

b. In no event shall any coverage afforded to any such person or organization apply to any claim or "suit" to which "underlying insurance" does not apply. Coverage provided by this Supplemental Policy for any such additional insured will follow the provisions, exclusions and limitations of the "underlying insurance".

B. Solely as with respect to the insurance afforded to any person or organization qualifying as an additional insured under Section **A.** above, Paragraph **7. Other Insurance** in Section **E. CONDITIONS** is deleted and replaced by the following:

7. Other Insurance

a. This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

(1) Primary;

(2) Contributing;

(3) Excess; or

(4) Contingent.

b. However, the following provisions apply to other insurance available to any person or organization qualifying as an additional insured under Section **C. WHO IS AN INSURED**, as amended by Section **A.** of this endorsement and who is also an additional insured under the Business Liability Coverage scheduled in the "underlying insurance":

(1) Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit to provide primary insurance to the additional insured, then, after the "underlying insurance" is exhausted, this insurance will be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

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(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit to provide insurance to the additional insured that is primary and non-contributory, then, after the "underlying insurance" is exhausted, this insurance will be primary and we will not seek contribution from the additional insured's own insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance on which the additional insured qualifies as an additional insured pursuant to the terms of that policy or has been added as an additional insured by endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

C. Paragraph **D.6. How Limits Apply To Additional Insured** is deleted and replaced by the following:

How Limits Apply To Additional Insureds

a. If you have agreed in a written contract, written agreement or permit that another person or organization be added as an additional insured on the Business Liability Coverage scheduled in the "underlying insurance" and such person or organization also qualifies as an additional insured under this Supplemental Policy, the most we will pay on behalf of such insured is the lesser of:

(1) The limits of insurance specified in the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or

(2) The Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations.

b. Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Umbrella Liability Supplemental Policy Declarations and described in other provisions of this Section.

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The City of Santa Fe, Central Purchasing Division (CPD)
AND
Santa Fe Fire Department (SFFD)

REQUEST FOR PROPOSALS (RFP)

Annual Physicals for Firefighters

RFP#
25160

Proposals are due on: June 4, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of annual physicals for firefighters.

B. BACKGROUND INFORMATION

A. The City of Santa Fe Fire Department (SFFD) has historically provided comprehensive onsite annual physical evaluations for approximately 180 City-employed firefighters. These evaluations have supported the SFFD's commitment to firefighter health and operational readiness. It identifies risk factors, detects illnesses early, and helps to ensure continued physical fitness, etc.

B. Physicals have been conducted once per year during a designated 3- to 4-week period, as scheduled by SFFD. During this time, evaluations have taken place onsite to minimize disruption to operations and ensure maximum participation. Each firefighter receives a written report of results and verbal consultation from the provider. These can be compared to baseline and previous evaluations to identify clinically relevant changes over time.

C. These annual physicals have been performed by board-certified medical doctors and/or mid-level healthcare providers, such as certified nurse practitioners or physician assistants, and have adhered to the medical evaluation guidelines established in NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments.

A. SCOPE OF PROCUREMENT

The objective of the resultant contract is to implement a consistent, National First Protection Agency (NFPA) 1582-compliant medical monitoring program that improves firefighter wellness and reduces line-of-duty deaths and injuries. The Contractor shall provide baseline and annual medical examinations and evaluations that include a full range of diagnostics, screenings, and immunizations.

1) The physical examinations conducted by the contractor must adhere to the following standards:
   a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
   b) National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
   c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the SFFD's Medical Officer.

2) The contractor shall be able to provide onsite services, including all services required in the resultant contract.

3) The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the resultant contract are met in a timely manner. This includes the daily scheduling for annual physicals and all follow-ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals as coordinated with the Health and Safety Officer of each calendar year.

4) Each firefighter annual physical shall consist of the following components:
   a) Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)
      i) Blood Testing {1582-18, 7.7.1}- Blood tests shall be performed annually and will include the following:
         (1) CBC with differential, RBC indices and morphology and platelet count.
         (2) Electrolytes (N, K, Cl, HCO3 or CO2).
         (3) Renal function (BUN, creatinine).
         (4) Glucose.
         (5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
         (6) Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
         (7) Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
         (8) Thyroid function; TSH & free T4.
         (9) The following additional tests can be offered as agreed between both party's on a year-to-year basis:
            - Vitamin D
            - Cortisol
            - Progesterone (female option)
            - Estrone (E1) (female option)
            - Estradiol (E2) (female option)
            - Testosterone

      ii) Infectious Disease Screening and Immunizations (1582-18, 7.7.9) The following infectious disease screenings and/or immunizations shall be provided, as indicated:
         (1) Tuberculosis (TB) screening - baseline tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually by interferon gamma release assay or tuberculin skin testing using the tuberculin purified protein derivative (PPD). This is to be agreed upon annually between SFFD and selected vendor and guided by frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
         (2) Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
         (3) Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
         (4) Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
         (5) Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
         (6) Hepatitis A vaccine
         (7) Varicella vaccine - offered to all non-immune personnel
         (8) Influenza vaccine - offered to all personnel annually.
         (9) HIV screening - available to personnel upon their request.

      iii) Heavy Metal Evaluation (1582-18, 7.7.12}
         (1) 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
         (2) 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.

      iv) Urine Laboratory Testing (1582-18, 7.7.2)- Urine lab tests required shall be performed annually and include the following:
         (1) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.
         (2) Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
         (3) Analysis for occupational chemical exposure if indicated

      v) Audiology Testing (1582-18, 7.7.3) Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

(1) 500 Hz
(2) 1000 Hz
(3) 2000 Hz
(4) 3000 Hz
(5) 4000 Hz
(6) 6000 Hz
(7) 8000 Hz

Audiology testing shall compare audiogram results obtained during the yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA.

vi) Vision Testing. Ishihara, color and depth perception.

vii) Electrocardiograms (ECGs) {1582-18, 7.7.6)

(1) 7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually.
(2) 7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.

viii) Spirometry (1582-18, 7.7.4) Pulmonary function testing shall be conducted annually to measure the following components:

(1) Forced vital capacity (FVC).
(2) Forced expiratory volume in 1.0 seconds (FEVl).
(3) FVC and FEVl ratio.

ix) Cancer Screenings (1582-18, 7.7.13 through 7.7.20)

Contractor shall annually inform members of the heightened risks of cardiovascular disease and various types of cancer associated with firefighting. In addition to medical screening, contractor shall also provide ultrasound imaging to include, at a minimum:

(1) Carotid arteries
(2) Echocardiogram (heart with function)
(3) Aorta and aortic valves
(4) Thyroid
(5) Internal Organs - liver, pancreas, gall bladder, kidneys and spleen
(6) Bladder
(7) Testicular and prostate - Men
(8) Ovaries and uterus - Women

x) Physical Exam and Consultation (1582-18, 7.6) The annual physical examination shall include each of the following components:

(1) Vital signs
(2) Head, eyes, ears, nose and throat (HEENT)
(3) Neck
(4) Cardiovascular
(5) Pulmonary
(6) Breast
(7) GI
(8) Genitourinary
(9) Hernia
(10) Lymph nodes
(11) Neurological
(12) Musculoskeletal
(13) Skin (including cancer screening).
(14) Vision

xi) Chest Radiograph (1582-18, 7.7.5) Chest x-rays shall include an initial baseline and shall be repeated as medically indicated. Evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

xii) Medical Record Keeping (1582-18, 4.1.13)

The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This database shall include any follow-up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

xiii) Reporting and Contractor Responsibilities (1582-18, 4.2)

a) The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. Both parties shall comply with HIPPA. The SFFD shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data.

b) Contractor shall understand the physiological, psychological, and environmental demands placed on fire fighters.

c) Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.

d) Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification.

i) Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential tasks.

ii) Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation.

d) Provide SFFD with written medical clearance for everyone to perform emergency response service in compliance with NFPA 1582-18.

iii) Provide SFFD with written respiratory protection clearance for everyone to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.

iv) Provide SFFD with a Medical Examiner's Certificate (DOT Certification) for each fire department employee in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

The resulting contract will be a single award.

This procurement will result in a Citywide Contract that may be utilized by all government entities, commissions, institutions, political subdivisions, and local bodies allowed by law.

B. PROCUREMENT MANAGER

Fire Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Sten Johnson, Assistant Fire Chief/ Procurement Manager
Telephone: (505) 505-467-9799

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the CPD at the following emails:

   Procurement Manager: Sten Johnson: sajohnson@santafenm.gov

   CPD: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

C. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

Offeror Certification
By submitting a proposal, the Offeror certifies that it is legally authorized to perform all services described in this RFP within the State of New Mexico at locations determined by SFFD. Upon request by the City, the Offeror agrees to provide documentation demonstrating such authorization, including but not limited to professional licensure, business registration, and any other applicable certifications.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

DEFINITION OF TERMINOLOGY.docx

E. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the sequence of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's CPD and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mounta
Issue RFP	CPD	May 9, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	May 22, 2025	1:00-2:00PM
Deadline for Written Questions	Potential Offerors	May 23, 2025	5:00 PM
Response to Written Questions	Procurement Manager	May 30, 2025	
Proposals Due Date	**Offerors**	**June 4, 2025**	**3:00 PM**
*Blind Evaluation	Evaluation Committee	June 6, 2025	
*Interviews	Potential Offerors	June 9, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	June 11, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	June 25, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	July 3, 2025	
*Best and Final Offer(s)	Offeror(s)	July 18, 2025	
*Governing Body Approval	Governing Body	August 11, 2025	
*Contract Award	Requesting Department	August 12, 2025	

*Dates indicated after "Proposals Due Date" through "Contract award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events.

The City reserves the right to:

1. Change or extend the Proposals Due Date.

2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity codes used for this event.

1. **Issue RFP**

   This RFP is being issued on behalf of The City Santa Fe, New Mexico on the date indicated in the Sequence of Events.

2. **Pre-Proposal Meeting**

   A Pre-Proposal Meeting will be held as indicated in the Sequence of Events via <MS Teams>.
   https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGY5N2MxZGQtOThhMS00MTZhLTljNTctMjdjNTFlODFlNGU1%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2297f62189-92f2-417d-a178-e85e07d690b6%22%7d
   Potential Offerors are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Meeting.

   Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. **Deadline for Written Questions**

   Potential Offerors may submit written questions to the CPD and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the CPD and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. **Responses to Written Questions**

   Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events, and is available for all potential Offerors.

5. **Proposals Due Date**

   Proposals must be uploaded and submitted in BID Central before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

   All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Blind Evaluation

The City will establish an Evaluation Committee (EC) to evaluate proposals in accordance with the timeline outlined in the Sequence of Events or as soon as feasible. The EC will evaluate proposals based on the criteria specified in the Evaluation section of this RFP, using the metrics presented in each proposal and aligning them with the City's needs, as detailed in the City Sample columns of the G Attachments.

To ensure impartiality, the CPD will anonymize proposals by assigning each proposal a letter before forwarding them to the Procurement Manager and EC. Each Evaluation Factor will be scored on a scale of 1, 5, or 10. The scores will then be averaged and converted according to the assigned values for each Evaluation Factor.

7. Interviews

Offerors may be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

8. Identification of Potential Best-Valued Offeror

At this point, proposals have been evaluated for compliance and scored based on the criteria outlined in this RFP. Following this evaluation, the highest-ranked Offeror was invited to participate in interviews.

After the interview process, the Evaluation Committee, Procurement Manager, and Assigned CPD Buyer will continue to verify the validity of the proposal based on information provided during the interview and by conducting reference checks. The City will contact references to assess Offerors past performance, reliability, and ability to meet contract requirements. Finalist Offeror may also be contacted for further clarification as needed.

In accordance with NMSA 1978, Section 13-1-117, the responsible Offeror whose proposal is determined to be most advantageous to the City—considering the Evaluation Factors in this RFP—will be recommended for award. Depending on the proposals received and the City's needs, the City may choose to award a contract to one or contracts to multiple Offerors. However, a serious deficiency in any evaluation factor may result in disqualification, regardless of the overall score.

9. First Clarification Meeting

The City may require that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

10. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders can start to ask questions before the meeting. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the Sequence of Events.

11. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

12. Governing Body Approval

Depending on the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to and approved by the Governing Body.

13. Contract Award(s)

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

14. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Sections 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda

Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

15. Finalize Contract

After approval of the Evaluation Committee Report, the City of Santa Fe will make every effort to award contract(s) by the deadline set forth in the Sequence of Events. Any contract(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), considering the evaluation factors outlined in this RFP and the best interests of the City, as defined in the Scope of Procurement section. The most advantageous proposal may or may not have received the highest point total. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror within the specified timeframe, the City reserves the right to finalize a contract with the next most advantageous Offeror(s) without initiating a new procurement process. The City may award one or multiple contracts, as determined to be in the City's best interest.

C. GENERAL REQUIREMENTS

GENERAL REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Offerors' proposals should be submitted as separate uploads, as outlined in this section. Each upload should be clearly labeled on the front page as **"Public Proposal," "Confidential Proposal,"** or **"Cost Proposal."** If an Offeror proposes additions or modifications to the City's draft contract, a third document titled **"Contract Edits"** may be submitted. These proposed changes should align with the guidelines in the **General Requirements** section and be summarized in the draft contract attachment reference.

ELECTRONIC proposal submissions must be fully uploaded via **Bid Central** before the submission deadline. Files **cannot** be password-protected and should be submitted in **PDF format,** unless an **Excel spreadsheet** or another format is specifically requested. Offerors should allow ample time to upload large files to ensure a **complete** and **on-time** submission.

As soon as you see this notice, **verify that you can log in** to your **VSS account** and access the RFP in **Bid Central.** Do not wait until the last minute to check your login credentials or ensure you can interact with the system. If you encounter login issues, **email CPD and venreg@santafenm.gov immediately** to avoid delays.

Allow plenty of time to upload your proposal via **Bid Central.** If you experience issues, **email CPD and venreg@santafenm.gov at least two hours before the deadline.** Issues reported within the final two hours may not be resolved in time. While the City will assist, **timely resolution cannot be guaranteed** if problems arise close to the deadline.

Submissions will be deemed **late** if not **both**:

1. **Fully complete** before the deadline.
2. **Received via the submission link** before the deadline.

Additionally, if submissions are not received on time due to being **captured, blocked, filtered, quarantined,** or otherwise **prevented from reaching the City's system** by security or anti-virus software, it will still be considered **late** and **will not be accepted.**

If you are working on your submission close to the deadline and the clock strikes **3:00 PM,** the system **will not** accept your submission and may even log you out. This is **not** a system error—it is the result of **waiting too long** to submit. **Offerors are responsible** for planning accordingly and ensuring timely submission.

⚠ REMEMBER TO CLICK THE SUBMIT BUTTON! ⚠

⚠ LATE PROPOSALS MAY NOT BE ACCEPTED ⚠

Any proposal that does not adhere to the requirements of **the Response Format and Organization section** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

Offerors should accurately complete all required forms, adhering to the provided format and any specific instructions within each form. Failure to comply may result in disqualification.

The City requires the following documents to ensure a comprehensive and equitable evaluation process. **Mandatory documents** must be included in every proposal. **Desirable documents** should also be provided; if any are missing, Purchasing may request them prior to evaluation. Proposals lacking **rated documents** will receive a score of zero for the corresponding evaluation criteria. If the offeror has proposed edits to the draft contract, they must be submitted as a separate attachment.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration, & Checklist	Desirable
Attachment B	Campaign Contribution Disclosure Form	Mandatory

Attachment C	Conflict of Interest	Desirable
Attachment D	Non-Collusion Affidavit	Desirable
Attachment E	Key Personnel Proposal Form	Desirable
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Desirable
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Desirable

IV. EVALUATION

The Evaluation Committee will evaluate and score proposals based on the information provided in this document and the Offerors' demonstrated understanding of the RFP's objectives. Attendance at the Pre-Proposal Meeting is strongly recommended, as it will help Offerors understand the key information required in their proposals and provide a detailed explanation of the evaluation process.

Proposals will be evaluated according to the criteria listed below, which have been identified as critical to the success of the projects.

No.	Rating Criteria	% Point Values
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25
5	Local Preference	3% or 6% of the total available points*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that proposals are complete and address all key RFP issues, proposals should adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration, and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration, and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. Offerors should provide the name of their Primary Project Lead (the personnel should be the person who will be interviewed if shortlisted) that offerors propose to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** Offerors should prepare and submit cost proposals and breakout (see Attachment F). Attachment F should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information. Any financial information associated with a Value Add (Attachment G2) can be included in that section.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand intent of this RFP and the resultant contract.
ii. Provide high performing offerors with the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

i. PC submittals should NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
ii. A PC proposal template is included in this RFP. This document should be used by all offerors. Offerors should NOT re-create, re-format, or modify the template in any manner. Offerors should type their responses on the Word template provided.
iii. Failure to comply with any of the PC format requirements may result in disqualification.
iv. The PC submittal should not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
v. References used in the PC submittal should be listed in the Attachment H Reference List. The Reference List will be used by CPD, the Evaluation Committee, and Procurement Manager after PC submittals are evaluated.

iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capabilities and understanding of the City's specific needs. It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. *In addition to completing the Performance Metrics table on Attachment G (1), offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.* Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan should be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section – This section allows Offerors to present industry standards, innovative solutions, or unique services that the City may not have included in the RFP but could enhance the project. The Value-Added Plan provides an opportunity to propose additional options or ideas that may benefit the City, with or without changes to cost or revenue.

Offerors should clearly identify:

i. Any elements the City may have omitted from the scope of work.

ii. How these value-added options have been successfully implemented in previous projects, supported by verifiable performance data.

Offerors should also specify any cost or time impacts associated with these options. Any financial or revenue-related impacts outlined in the Value-Added Section (Attachment G2) should NOT be included in the proposed base cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

e) Interviews - The Offerors will be required to participate in interviews to confirm/evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule (or as soon as possible). The individual is required to attend in person or virtual for the interview. A second individual may be present (standby) to clarify their Cost Proposal if needed and/or requested. If interviews are not conducted, then offerors will all receive the full points for the selection criteria.

f) Local Preferences

Purpose:
The City of Santa Fe recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City's Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

Usage:
Local preferences are applied in the evaluation of proposals received in response to the City's RFPs. These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.

Application:
1. **Local Preference Qualification**
   - To qualify, an Offeror must attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate must verify that the business is located within Santa Fe municipal limits.
   - Proposals without a valid certification will not be eligible for local preference consideration.
2. **Evaluation in the Formal RFP Process**
   - **Point-Based System:**
     - Local resident businesses are awarded additional points equivalent to 3% of the total

possible points.
    - Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
    - Maximum local preference: 6%.
3. **Solicitations Above $1,000,000**
    - Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
    - Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.
4. **Restrictions**
    - Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.
    - If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.

Additional Information: Applications for Resident Business certification can be downloaded at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the contract is awarded, an evaluation committee report should be completed and suggest award to the best value Offeror. If the justification is not sufficient, the award may go to the next best valued offeror who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. Selected proposal should be a proposal that is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

Following the initial evaluation, the potential best value Offeror may be asked to enter into a Clarification Phase. This crucial phase, guided by Attachment I (Clarification Phase Guide), serves as a 'setting expectations' process to ensure mutual understanding between the City and the Offeror. It provides an opportunity for both parties to clarify any aspects of the proposal and RFP, address identified issues, mitigate risks, and develop a comprehensive Weekly Risk Report (Attachment J). Depending on the outcome of the initial evaluation or the Clarification Phase, the City may request a Best and Final Offer (BAFO). The Offeror will conclude the Clarification Phase with a presentation at the Clarification Meeting, demonstrating a clear and aligned understanding of the project's requirements and expectations.

D. AWARD

The City will notify each offeror in writing of the City’s decision.

a) The City reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.

b) The City at its sole discretion, may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the City's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

All Offeror's performance may be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration, & Checklist
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist
☐	Attachment B	Campaign Contribution Disclosure Form
☐	Attachment C	Conflict of Interest
☐	Attachment D	Non-collusion Affidavit
☐	Attachment E	Key Personnel Lead Form
☐	Attachment F	Project Cost Proposal Form
☐	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☐	Attachment G (1)	Level of Expertise (LE) Plan
☐	Attachment G (2)	Value Added (VA) Plan
☐	Attachment H	Reference List
	Attachment K	Redlined Contract Template (if applicable)

RFP # 25160

Phone Number

Company Name

Mailing Address

FEIN

City and Country

NMBTIN (fka CRS)

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money.
or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 13-1-28 through 13-1-199.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, sign, and return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: _____

All amounts provided should include all overhead; labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in the evaluation section of this RFP.A by any current RFP amendments for the period specified).

Please provide per-unit pricing for each firefighter for the line items listed below. Each exam must include all services outlined in the scope of work. If a firefighter does not receive the full exam, the Lab Work, DOT Physical, and Exercise Physiology Screening should be treated as à la carte options and priced individually.

#	**Line Items**	**Cost (per item)**	**Line-item Cost**
1	Physical Exams	$	$
2	Labs and Diagnostics	$	$
3	DOT Physical	$	$
4	Sub VO2 Max testing	$	$
5	Ultrasound Cancer Screening	$	$
6	Other	$	$
7		$	$
		Total Cost	**$**

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 4-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 4 pages or less (2 page maximum per document)? ☐ Yes ☐ No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? ☐ Yes ☐ No
3. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? ☐ Yes ☐ No
4. Do you understand that the contents of PC Submittal will become part of the Contract? ☐ Yes ☐ No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the 2**-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror's Project Performance** column.

Scope Description:
In addition to completing the table below, offerors should provide a narrative explaining their proposed performance metrics. This narrative should describe how their capabilities and proven track record—which the City will verify through references—align with or exceed the City's sample benchmarks. Offerors should justify any significant differences, highlight unique strengths or advantages, and provide a high-level summary of their proposal to ensure the selection committee can quickly grasp the key aspects of their approach and qualifications.

***Note: the instructions above may be deleted from this form to allow for more room to respond.**

Performance Metrics

Requirement	City of Santa Fe Sample	Offeror's Project Performance	Ref #
Years of experience providing physicals	5	[Enter value]	[#]
# of contracts with entities for physicals	1	[Enter value]	[#]
# of contracts with government entities for physicals	1	[Enter value]	[#]
Number of individuals served over the last five years	5000	[Enter value]	[#]
Average Budget ($) Per Contract	~$600,000	[Enter value]	[#]
Average Contract Duration (Years)	4	[Enter value]	[#]
The maximum number of onsite evaluations the Offeror can perform per day	10	[Enter value]	[#]
The number of staff available for onsite service delivery.	3	[Enter value]	[#]
Onsite events per year	1	[Enter value]	[#]
Events where offeror would travel to client	1	[Enter value]	[#]
Customer Satisfaction (?/10)	10/10	[Enter value]	[#]

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H**.

Additional Criteria	Offeror's Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Instructions:

- Offerors **should use this template**.
- The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first).
- The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 2-page limit for this section**.
- Offerors should NOT include any identifying information in the Plan.
- Information supported by an indicated reference should have a corresponding reference listed in Attachment H: Reference List.
- Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Example: Provide telecommunication services for physical updates and emergency calls	5%	0	Increased cost by 5%	1
1	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

ATTACHMENT H – REFERENCE LIST

Instructions:

- Offerors **should use this template**.
- The Reference List's "Ref #" should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City.
- Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

a. Purpose: The Clarification Phase is designed to refine the selected Offeror's proposal and ensure a clear understanding of project requirements before contract execution. This phase is not a negotiation of cost/fee/financial rates, project durations, or project team composition, unless specifically requested by the City by following the BAFO process. The Clarification phase commences upon notification of the highest-ranked Best Value Offeror(s) and concludes with the final presentation to the City, after all identified issues have been addressed and updates provided through BAFO. If the City determines, at any point during the Clarification Phase, including after the First Clarification Meeting and Clarification Summary Meetings, that the proposal does not adequately meet the City's needs based on the requirements set forth in this RFP, the City may proceed with a Clarification Phase with the next highest-ranked Offeror. Upon successful completion of the Clarification Phase and receipt of all required documentation, the City may proceed to contract award.

b. Objective and Performance: The City's objective is to maximize the value and effectiveness of the products/services without increasing the Offeror's proposed price, while ensuring high customer satisfaction. The Offeror's performance will be evaluated based on these factors throughout the contract period. The Offeror is expected to proactively manage project risks, utilizing a selected tool such as the Weekly Risk Report (WRR) to mitigate potential issues.

c. Responsibilities: The Offeror is responsible for demonstrating a comprehensive understanding of the project scope and clearly defining their deliverables. The Offeror is also responsible for identifying and mitigating project risks. The City is responsible for communicating any concerns or issues to the Offeror before contract execution.

d. Deliverables: The Clarification Phase requires the Offeror to provide the following deliverables, which will form the basis of the final contract:

   a. A detailed project plan outlining all phases of work.
   b. An integrated cost/time schedule for tracking project deviations.
   c. A simplified milestone schedule for non-technical stakeholder tracking.
   d. A Cost Proposal presented in both milestone schedule and major area formats.
   e. Meeting minutes documenting the Offeror's risk mitigation plans for identified risks.
   f. A finalized Weekly Risk Reporting System (WRRS, Attachment F) for tracking project implementation and delivery. Project work shall not commence without an approved Purchase Order (PO) and a completed WRR (if requested). If requested, the Offeror will be responsible for updating and distributing the WRR to all stakeholders on a weekly basis, including: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, and 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

a. Supporting Documentation: The City may request supporting documentation to verify information provided in the Offeror's proposal prior to the Clarification Phase.

   First Clarification Meeting: The Offeror is required to attend a First Clarification Meeting to present their proposal, address City concerns, and introduce project stakeholders. The Offeror shall:

   i. Ensure all relevant City stakeholders and participants are invited.
   ii. Present the detailed scope of services, including schedule, cost, and deliverables.
   iii. Clearly define the City's responsibilities.
   iv. Propose a finalized Weekly Risk Report (WRR) format.
   v. Address questions and concerns from City stakeholders.
   vi. Document and address concerns, issues, and comments from City stakeholders.
   vii. Propose a schedule for finalizing the Clarification Phase and contract documents.

b. Post-Meeting Activities: Upon successful completion of the First Clarification Meeting, the Offeror may be required to:

c. Conduct additional site visits or investigations.
d. Coordinate with all parties involved in project delivery.
e. Develop and document mitigation strategies for identified concerns and issues.
f. Finalize the Clarification Document, including the contract, WRR, payment schedule, and scope of work.

3. CLARIFICATION DOCUMENT

The final Clarification Document should include:

a. Executive Summary: A concise summary of the project scope, clearly delineating in-scope and out-of-scope items.
b. Finalized Scope Documents: Detailed descriptions of project tasks and methodologies.
c. Simplified Metrics: Clear and measurable descriptions of project deliverables.
d. Detailed Scope Descriptions: A comprehensive breakdown of all actions required by the Offeror, City, and stakeholders, including detailed and milestone schedules.
e. Finalized Weekly Risk Report (WRR) Format.
f. Project Financial Summary:
   a. The Offeror's Original Price Proposal.
   b. A list of agreed-upon Value-Added Options and their price impacts.
   c. A list of agreed-upon Scope Changes or Additional Work and their price impacts.
   d. A detailed Price Breakout and Payment Schedule.
g. Project and Emergency Contact List.
h. PowerPoint Presentation: A presentation summarizing the project scope, including cost, time, deliverables, and acceptance criteria.

4. FINAL CLARIFICATION MEETING

a. Purpose and Format: The Final Clarification Meeting is a summary presentation of the agreements reached during the Clarification Phase. This is not a question-and-answer session; all questions and coordination should be completed prior to this meeting.

b. Presentation and Documentation: The Offeror shall present a comprehensive overview of the contract period, including coordination and planning activities. The Offeror shall provide all required documentation, including a clear description of the City's responsibilities. The Offeror must demonstrate that all risks have been adequately mitigated. The presentation and meeting minutes (if applicable) will be incorporated into the final contract.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The City may choose to use the Weekly Risk Reporting System (WRRS) or something similar. This is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that should be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report should be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror should contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The Draft Contract (get current template prior to submitting this RFP for review https://intranet.santafenm.gov/all_forms_1) must be as complete as possible, including all City/Federal Terms, Conditions, Detailed Scope of Work, Definitions, etc. This does not preclude the City from negotiating the final contract terms and conditions during the negotiation period.>

<The paragraph below must remain in this Attachment as notice to all Offerors.>
The draft included in this Attachment represents the contract/price agreement the City intends to use to make an award/awards. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.

The City's contract with the selected contractor will follow the City's standard format and include the terms in the Draft Contract. The City reserves the right to negotiate additional provisions. The RFP and the awarded proposal will be incorporated into the final contract.

Exceptions to contract terms are discouraged and may lead to rejection if they are deemed conditional, deficient, or require significant revisions. If an Offeror proposes changes, they must provide a separate document called Contract Edits, cite the specific sections of the Draft Contract they wish to modify, provide alternative language, and justify the proposed changes. General references to the Offeror's terms or complete substitutions of the Draft Contract are not allowed and will result in disqualification.

Offerors must submit any proposed modifications with their proposal, clearly identifying the affected sections of the Draft Contract. If no changes are proposed before selection, the Offeror agrees to the contract terms as stated. Contract negotiations will only address terms proposed during the RFP process and will not allow further amendments to the proposal.

CITY OF SANTA FE

Date: November 18, 2025

To: Governing Body

From: S. Jane Mathews, Public Works Project Manager II SJMathews SJMathews (Nov 19, 2025 08:34:16 MST)

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 19, 2025 10:44:06 MST)
Tim Farrell, Interim Facilities Division Director Timothy Farrell

Subject: Assessment and Design for the Preservation Work at the Santa Fe Main Library

Vendor Name: Woven Architecture LLC

Vendor Number: 5149

ACTION:
Request for Approval of a Professional Services Agreement with Woven Architecture LLC in the Total Amount of $231,300 Including NMGRT for Design Services for the Santa Fe Main Library for a Term of Two Years. (Jane Mathews, Public Works Project Manager II; sjmathews@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $231,300 to FY26 Facilities WIP Design for Santa Fe Main Library Preservation Project.

CONTRACT NUMBER:
The Munis Contract Number is 3250438.

BACKGROUND:
The Public Works Department's Facilities Management Division (FMD), in partnership with the Community Health and Safety Department, has been awarded a Cultural Properties Restoration Fund (CPRF) grant from the New Mexico Department of Cultural Affairs Historic Preservation Division in the amount of $231,300.

The City of Santa Fe received the grant funds in advance, in June 2025. FMD is now seeking to execute both the Joint Powers Agreement and the Preservation Agreement. The Preservation Agreement is required to ensure that grant recipients maintain and preserve their cultural properties after the completion of the grant-funded work; it will remain in effect for a period of ten (10) years.

FMD, in coordination with the Community Services Department, will partner with Woven Architecture to advance this project. The grant funds are to be used for architectural design services for the rehabilitation of the interior and exterior of the historic Main Library. The scope of work includes measured drawings, an interior conditions assessment, programming and space planning to update visitor flow and usage as well as improvements to mechanical,

electrical, and plumbing systems (MEPs). The assessment includes an investigation of the extent of damage in the Southwest Reading Room, which has visible water damage. The project will include cost estimates and working drawings to guide future renovation of the Main Library.

The work will prioritize preservation and rehabilitation of the building exterior, incorporating the findings from the Main Library Facility Condition Assessment, prepared by Woven Architecture and completed in 2024. The working drawings will include the recommendations on site work, windows and doors, balconies, the building envelope, stucco and brick parapets, as well as work yet to be defined during the interior assessment.

Design work is anticipated to begin in January 2026, with completion expected by March 30, 2027. This schedule provides sufficient time to complete the programming phase, which will include extensive stakeholder meetings and public engagement sessions to define the goals and vision for the Main Library. These discussions will ensure that the design reflects the evolving role of libraries as dynamic community hubs rather than solely repositories for books.

Designed by John Gaw Meem and constructed in 1936, the Main Library is a Contributing Historic Structure within both the Santa Fe Historic District and the Downtown and Eastside Historic District, and an important historic and cultural asset to the City of Santa Fe. The building has served a range of civic functions—including City Hall and a police station—prior to its conversion into a library in 1986. Since the last major renovation in 2002, the condition of the facility's exterior has deteriorated significantly due to deferred maintenance.

This grant represents an important first step toward the preservation and restoration of one of the City's most architecturally and historically significant civic landmarks.

ATTACHMENTS:

- Professional Services Contract with Woven
- Proposal
- CES Award Letter
- Certificate of Insurance
- CPO Determination
- Horizons Service List
- Joint Powers Agreement with NMDFA Department of Cultural Affairs Historic Preservation Division via Cultural Properties Restoration Fund (Contract No. 25-505-7000-50257)
- Preservation Agreement Between City of Santa Fe (Grantor) and State of New Mexico Historic Preservation Division of the Office of Cultural Affairs/Covenant Holder (Grantee)
- Cultural Properties Restoration Fund Grant Program Award Letter
- BAR

PROCUREMENT METHOD:
The procurement method is Cooperative Education Services (CES) Agreement Number 2023-01-C1127-ALL, which expires on October 5, 2026.

Chief Procurement Officer (CPO)/Designee: _____ Date: 11/21/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-135 - use of coop awarded via RFP

FUNDING SOURCE:
Joint Powers Agreement with State of NM Department of Finance and Administration Department of Cultural Affairs Historic Preservation Division Cultural Properties Restoration Fund (Contract No. 25-505-7000-50257)—Santa Fe Main Library

Fund Name/Number: FACILITIES/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Design/572960
Project Ledger ID: FMD2532004

Budget Officer/Designee: Andy Hopkins Date: 11/19/2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: NMDFA Department of Cultural Affairs Historic Preservation Division via Cultural Properties Restoration Fund (JPA 25-505-7000-50257)
Approval: ERIKA LUJAN (Nov 19, 2025 15:08:24 MST) Title: Grant Manager Date: 11/19/2025
Comment/Exceptions: _____

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

Item #: _____
Munis Contract #: 3250438
Coop #: CES 2023-01-C1127-ALL

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. Interior Conditions Assessment & Rehabilitation Plan. Complete an assessment of the library's interior conditions and develop a plan for rehabilitation of the library interior. The conditions report/plan shall:

1. Address architectural, mechanical, electrical, plumbing and safety and security.
2. Develop priorities and recommendations and evaluate estimated costs.
3. Include photographs and additional resources.

B. Measured Drawings. Measured drawings will be completed to document existing conditions and serve as a base plan for planning documents. Measured drawings shall include: floor plans, exterior elevations, MEP locations, reflected ceiling plan, roof plan, and select interior elevations.

C. Programming and Space Planning. Rehabilitation plans shall include programming and space planning as a pre-development phase of research and decision-making. Plans shall include:

1. Identifying stakeholders.
2. Holding stakeholder meetings.
3. Establishing goals.
4. Conceptual planning.

D. Working Drawings. Working drawings shall be completed for schematic design and design development. Schematic design shall:

1. Confirm the form, function and image of the project for the building's exterior and interior.
2. Determine elements of historic significance to preserve/restore/ protect.
3. Establish floor plan and reflected ceiling plan based on Programming and Space Planning results.
4. Trace existing electrical system for use in future work.
5. Begin building systems coordination.

E. Design Development. Design development drawings shall:

1. Further develop solutions to restore the exterior and rehabilitate the interior for modern library use.
2. Further develop plans to protect historic spaces/finishes.
3. Complete selection of equipment, materials, finishes for inclusion in future work.

F. Construction Documents. Construction documents shall include drawings, details, and specifications for construction, and:

1. Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project for the following:
   a. Site plan; demolition plans; floor plans; roof plan; building + wall sections; reflected ceiling plans; interior elevations + sections; details; mechanical plans; including plumbing & HVAC; electrical plans, including special systems, power, lighting, security; material and color samples; specifications.

G. Opinion of Probable Construction Cost (OPCC). Architect will work with City and General Constructor to develop an OPCC based on industry standards and knowledge of general construction trends in Northern New Mexico.

H. Arborist Consultation/Tree Work. Architect will consult with an arborist to determine the health of the existing trees and make recommendations for moving forward. Currently, tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

All work completed shall comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties. The SOI Standards may be found online, here: https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to architecture and design 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 total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred thirty-one thousand three hundred dollars ($231,300)**.

B. Payment. The total compensation under this Agreement **s**hall not exceed o shall not exceed two

hundred thirty-one thousand three hundred dollars ($231,300) 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 **two (2) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Entire Agreement

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

16. Merger

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

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

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers' Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $1,000,000 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:
Spencer Schwartz
Project Manager II
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

To the Contractor:
Barbara Felix
President
Woven Architecture, LCC
1114 Hickox Street, Suite A
Santa Fe, NM 87505
barbara.felix@bjfelix.com

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER,MAYOR

DATE: _____

CONTRACTOR:

Barbara Felix
Barbara Felix (Mar 21, 2025 09:11 MDT)
_____
BARBARA FELIX, PRESIDENT

DATE: Mar 21, 2025

NMBTIN#: 02-333143-007

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 21, 2025 09:16 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Exhibit A

City of Santa Fe – Main Library

October 23, 2025

This Proposal/Agreement is for Architectural Services between:

The Owner:	City of Santa Fe Public Works 2651 Siringo Rd. Building E PO Box 909 Santa Fe, NM 87504 Contact: Jane Mathews, Project Manager II; sjmathews@santafenm.gov
The Architect:	Woven Architecture, LLC ("Architect" or "Woven") 1114 Hickox St, Ste A Santa Fe, NM 87505 Contact: Becca Snyder, AIA; becca.snyder@bjfelix.com
For the Project:	City of Santa Fe Main Library 145 Washington Avenue Santa Fe, NM 87501

PROJECT SUMMARY

The City of Santa Fe (City) is requesting a conditions assessment report for the interior (an Exterior Conditions Assessment completed in June 2024), measured drawings of the interior and exterior of the building, programming and space planning services to update visitor flow and usage, and working documents in preparation for brick-and-mortar work of the historic Main Library building located at 145 Washington Ave in downtown Santa Fe. Originally designed by John Gaw Meem in 1936 as the Municipal Building, the building is an excellent example of the work of one of Santa Fe's best-known architects. Located in the Santa Fe Historic District (National Historic Boundary) and the Downtown and Eastside Historic District (City of Santa Fe), it is a 'contributing building' within the City. Built in the Territorial Revival Style, it originally housed city hall, police department and jail, and a single-story fire station. It was converted to the Main Library in 1986. Though the last known major renovation occurred in approximately 2002, the historic integrity of the main façades is still largely evident. The work proposed will help improve the building envelope, make the building more energy efficient, and aid in making the building more resilient to changing climate conditions – in an effort to increase the longevity for this important historic structure. It will also focus on making much needed repairs to the Southwest Reading Room, the historic courtroom in the northeast corner of the building, which has visible water damage.

Upon completion of measured drawings, assessments, and programming, working drawings will be provided. These drawings will have information gathered from the separate exterior assessment, including recommendations on site work, windows and doors, balconies, the building envelope, stucco and brick parapets, as well as work yet to be defined through the interior assessment.

Finally, the City has added consultation work to be completed by an arborist on existing trees as many are more than thirty-five years old and roots are affecting brick walkways.

SCOPE OF SERVICES

1. Measured Drawings – Exterior and Interior documentation of existing conditions to serve as a base plan for planning documents.
    - Floor Plans
    - Exterior Elevations
    - MEP Locations

- Reflected Ceiling Plan
- Roof Plan
- Select Interior Elevations

2. Conditions Assessment – Interior: Provide a Conditions Assessment Report for development of a plan for rehabilitation of the interior of the Main Library. The Report will include:

- Executive Summary
- Conditions: Architectural (Floors, Walls, Ceilings)
Mechanical
Electrical
Plumbing
Safety and Security
- Recommended Work: Priorities
Recommendations
Estimated Cost Ranges
- Appendix: Photographs + Additional Resources

3. Programming + Space Planning – Pre-development phase of research and decision making that brings together a list of building wants and needs.

- Identify stakeholders (Library Staff, Facilities Staff, Friends of the Library, Community, etc.)
- Stakeholder Meetings
- Establish Goals (Organizational, Relationship, Function, Economic, Form + Image, Timing)
- Conceptual Planning Diagrams
- Application/Presentation to H-Board if required.

4. Working Drawings:

A. Schematic Design – Confirm the form, function, and image of the project (Exterior + Interior)

- Determine the elements of historic significance to preserve/restore/protect
- Establish floor plan and reflected ceiling plan based on Programming and Space Planning
- Trace existing electrical system for use in future work
- Begin building systems coordination

B. Design Development – Refine the design concept and requirements.

- Further develop solutions to restore the exterior and rehabilitate the interior for modern library use
- Further develop plans to protect historic spaces/finishes
- Complete selection of equipment, materials, finishes for inclusion in future work
- Provide outline specifications
- Provide Opinion of Probable Construction Cost

C. Construction Documents – Provide drawings, details, and specifications for construction.

- Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project:
  - Site Plan
  - Demolition Plans
  - Floor Plans
  - Roof Plan
  - Building + Wall Sections
  - Reflected Ceiling Plans
  - Interior Elevations + Sections, where appropriate
  - Details
  - Mechanical Plans – including Plumbing + HVAC
  - Electrical Plans – including special systems, power, lighting, security
  - Material and Color Samples
  - Specifications
- Provide updated Opinion of Probable Construction Cost

5. Arborist Consult – Architect will consult with an Arborist to determine the health of the existing trees and recommendations for moving forward. Currently tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

PROJECT TEAM

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

- Tipton Engineering (Dillon Williams): MEP assessment and engineering
- RPA & Associates (Ra' Patterson): Window and door recommendations
- High Desert Structural (Bob Wichmann): Structural assessment and engineering
- Davenport Construction Management (Mitch Davenport): Estimated Cost Ranges
- Arbogast Paint Analysis (David Arbogast): Paint Testing to determine original colors
- Katherine O'Brien: Arborist
- Coates Tree Service: Cottonwood crown thinning

ARCHITECTURAL FEE

The proposed fee including consultants and NMGRT is $230,100. This is equivalent to 10% of a preliminary estimated construction (repair + maintenance) cost of $2.3M. Fees are billed in monthly invoices based on the percentage of work completed in each phase.

Item		Fee	NM GRT	Sub-Total
1	Measured Drawings	$34,662.05	$2,837.95	$37,500
2	Interior Assessment	$46,216.06	$3,783.94	$50,000
3	Programming + Space Planning	$14,789.14	$1,210.86	$16,000
4a	Schematic Design	$24,956.67	$2,043.33	$27,000
4b	Design Development	$41,871.75	$3,428.25	$45,300
4c	Construction Documents	$49,266.32	$4,033.68	$53,300
5	Arborist Consult	$924.32	$75.68	$1,000
		$212,686.31	**$17,413.69**	**$230,100**
	Expenses (Billed as they occur)	$1,109.19	$90.81	$1,200
	TOTAL with Expenses	**$21,795.50**	**$17,504.50**	**$231,300**

SCHEDULE OF WORK

Work can commence immediately upon signing this Proposal or a Contract. Based on the Architect's current workload, the following schedule of work is proposed. Bidding, Permit, Construction Administration, and Project Close-Out will be impacted by Owner and GC requirements/schedule.

Phase	Completion*
1. Measured Drawings	by December 15, 2025
2. Interior Assessment	February 27, 2026
3. Programming + Space Planning	March 27, 2026
4a. Schematic Design	June 26, 2026
4b. Design Development	October 30, 2026
4c. Construction Documents	March 26, 2027
5. Arborist Consult	*As needed*

* *Contingent on signed contract by November 15, 2025 and shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Owner or Client, or for delays or other causes beyond the Architect's reasonable control, including but not limited to, review and approval times required by public authorities having jurisdiction over the Project, as well as the time required by the Owner and Client for decision-making. Additionally, work within phases may occur simultaneously.*

TERMS & CONDITIONS

A. DISPUTES/RESOLUTION

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

B. INDEMNIFICATION

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

C. CERTIFICATION

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

D. LIMITATION OF LIABILITY

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

E. TERMINATION OF SERVICES

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

F. OWNERSHIP OF DOCUMENTS

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

G. MARKETING

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

H. TERMS

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

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

I. ACCEPTANCE AND APPROVAL

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

_____	_____
Becca Snyder, Vice President	
Woven Architecture, LLC	City of Santa Fe

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Cooperative Educational Services
CES

Contract Award Letter

October 5, 2022

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

Re: Contract Award for:

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

Dear Procurement Partner,

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

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

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

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

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

ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2023-01

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

CES CONTRACT NUMBER: 2023-01-C1127-ALL

CONTRACT

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

RECITALS

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

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

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CONTRACT TERMS

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

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

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

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

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

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

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

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

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

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

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

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

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

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

GENERAL

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

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

1. ARCHITECTURAL DESIGN BASIC SERVICES

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

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

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

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

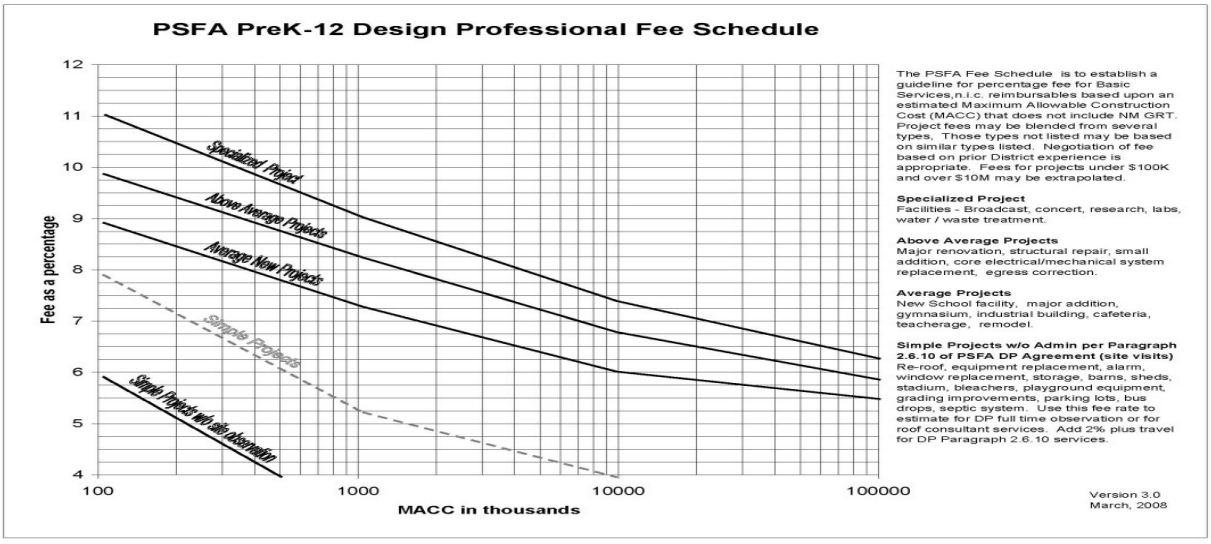
to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

3. Fee Schedule For Professional Services:

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

State of NM & Public School Facilities Authority Architect Rate Schedule

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



4. Project Phases

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

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

5. Design Activities

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

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

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

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

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

End of Category 1 / Lot 1 Scope of Work

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

PRICING

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 399366821 **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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From: DUTTON-LEYDA, TRAVIS K.
To: KAHAHANE, ELIZABETH L.; Purchasing DET
Subject: RE: Determination Request – Main Library Preservation Design
Date: Wednesday, October 30, 2024 2:51:36 PM
Attachments: image003.png

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - 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, 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

More Procurement, less drama ~ John Blair

From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Wednesday, October 30, 2024 12:34 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination Request – Main Library Preservation Design

Good morning,

Facilities Division is requesting a SOW determination for the following:

> Provide design services at the Santa Fe Main Library to include an interior conditions assessment and rehabilitation plan, measured drawings, programming and space planning, working drawings, design development, construction documents and opinion of probable cost estimates as described in the City's Cultural Properties Restoration Fund Grant application.

Please let me know if additional information is required.
Thank you!

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

Services Offered to the City of Santa Fe (FY26)

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

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

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

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

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

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DF A.

PRIMARY PARTY: Department of Cultural Affairs
SECONDARY PARTY: City of Santa Fe
OTHER PARTY:
CONTACT NAME: Karla McWilliams **PHONE:** 505-470-1198
CONTACT ADDRESS: 407 Galisteo Street, Suite 236 Santa Fe, NM 87501

DOCUMENTS ENCLOSED:		**AMOUNT:**	
X	JPA	Federal Funds	$
	JPA Amendment	General Fund	$
	Purchase Document	Other State Funds	$ 231,300.00
	Written Justification	Local Gov. Funds	$
	Other	TOTAL	$ 231,300.00

Purpose: Grant to assure preservation of property
Term: 2 YEARS From: April, 2025 To: April, 2027

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- ***Agencies must check each blank CERTIFYING to DFA that the JPA:***

✓	jointly exercises a power common to the parties (*Transferring funds from one agency to another does not constitute the joint exercise of power.);*
✓	clearly specifies its purpose;
✓	establishes the method by which its purpose will be accomplished;
✓	establishes the manner in which the joint power will exercised;
✓	provides for strict accountability of all receipts and disbursement;
✓	addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
✓	specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – ***Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:***

N/A	Is one original and at least two copies of the JPA or amendment attached? (*DFA will forward copies to the contact.)*
N/A	Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
Yes	Are all exhibits referred to in the JPA attached?
Yes	Does the JPA provide for the expenditure or transfer of public funds by a state agency? (*All public money must be budgeted.)*
No	Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
N/A	If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (*A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.)*
Yes	Has the JPA or amendment been reviewed by legal counsel? If yes, state Who Max DeAzevedo

Agency Head Signature DocuSigned by: 85394F22BAFF4AB... **Title** Cabinet Secretary

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Contract Number: 25 505 7000 50257
Vendor Number: 000054360
Project Number:
Control Number:

JOINT POWERS AGREEMENT
BETWEEN THE
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION
AND THE
CITY OF SANTA FE

THIS AGREEMENT is made and entered into on _____ pursuant to the Joint Powers Act, Section 11-01-01 et seq., NMSA 1978, and is between the Department of Cultural Affairs, Historic Preservation Division, hereinafter referred to as "HPD," and the City of Santa Fe, hereinafter referred to as the "AGENCY."

WHEREAS, HPD is a public agency as defined in Section 11-1-2 NMSA 1978 and the AGENCY is a political subdivision of the State of New Mexico as defined in 11-6-3(E) NMSA 1978; and

WHEREAS, on May 18, 2023, Governor Michelle Lujan Grisham signed Senate Bill 9, the "Land of Enchantment Legacy Fund" which established dedicated recurring funding for conservation and preservation efforts. The legislation was a bipartisan effort sponsored by Senators Peter Wirth and Steven Neville, and Representative Nathan Small in the 2023 Legislative Session and supports state agencies requiring matching funds for federal conservation grants as well as historic preservation projects; and

WHEREAS, the Department of Cultural Affairs (hereinafter "DCA") is one of eight State Departments receiving funding from the Legacy Fund; and

WHEREAS, funding is administered through the Department of Cultural Affairs, Historic Preservation Division ("HPD"), via the Cultural Properties Protection Act 18-6A-1 – 18-6-6 NMSA 1978; and the Cultural Properties Restoration Fund, (hereinafter "CPRF"), NMAC 4.10.13; and

WHEREAS, one million in funding will be distributed to the CPRF in 2024; and

WHEREAS, when the DCA awards a grant for restoration, interpretation, preservation, stabilization or protection of a cultural property, the grant shall be administered under the terms of a joint powers agreement (JPA), which will specify the nature of the work to be done, payment schedule, reporting requirements, long-term preservation and protection measures, and other requirements of the grant, NMAC 4.10.13.11; and

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WHEREAS, the State Historic Preservation Officer and the Cultural Properties Review Committee (hereinafter "CPRC") are authorized to review and select grant applications to the
CPRF; and

WHEREAS, the HPD and the AGENCY desire to enter into a Joint Powers agreement to exercise their common power to administer grant funds to political subdivisions of the State of New Mexico and state agencies/departments to complete a historic preservation project as outlined in this Agreement; and

NOW THEREFORE, the parties agree as follows:

1. **Purpose**. HPD and the AGENCY shall enter into a Joint Powers Agreement (hereinafter "Agreement") to expend grant funds to complete a historic preservation project (hereinafter "Project") per the AGENCY'S application for CPRF funding.

2. **Scope of Work**. The Project's Scope of Work (hereinafter "SOW") shall include the following stipulations.

   (A) HPD Shall:
   1) Administer the Project in partnership with the AGENCY.

   2) Establish this Agreement and work with AGENCY to develop a Scope of Work outlined in this Agreement.

   3) Periodically review AGENCY progress on the PROJECT.

   4) Ensure that AGENCY is paid for the Project before starting and that the project was completed per this Agreement.

   (B) The AGENCY shall:
   Complete rehabilitation projects at the City of Santa Fe Main Library. The Main Library is a contributing resource within the Santa Fe Historic District, listed in the State Register of Cultural Properties on September 29, 1972, and in the National Register of Historic Places on July 23, 1973.

   1) The project shall consist of the following:

      a. Interior Conditions Assessment & Rehabilitation Plan.
      Complete an assessment of the library's interior conditions and develop a plan for rehabilitation of the library interior.

      The conditions report/plan shall:
      1. Address architectural, mechanical, electrical, plumbing and safety

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and security.
2. Develop priorities and recommendations and evaluate estimated costs.
3. Include photographs and additional resources.

b. Measured Drawings. Measured drawings will be completed to document existing conditions and serve as a base plan for planning documents. Measured drawings shall include floor plans, exterior elevations, MEP locations, reflected ceiling plan, roof plan, and select interior elevations.

c. Programming and Space Planning. Rehabilitation plans shall include programming and space planning as a pre-development phase of research and decision-making.

Plans shall include:
1. Identifying stakeholders.
2. Holding stakeholder meetings.
3. Establishing goals.
4. Conceptual planning.

d. Working Drawings. Working drawings shall be completed for schematic design and design development.

Schematic design shall:
1. Confirm the form, function and image of the project for the building's exterior and interior.
2. Determine elements of historic significance to preserve/restore/ protect.
3. Establish floor plan and reflected ceiling plan based on Programming and Space Planning results.
4. Trace existing electrical system for use in future work.
5. Begin building systems coordination.

Design Development
Design development drawings shall:
1. Further develop solutions to restore the exterior and rehabilitate the interior for modern library use.
2. Further develop plans to protect historic spaces/finishes.
3. Complete selection of equipment, materials, finishes for inclusion in future work.

Construction Documents
Construction documents shall include drawings, details, and

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specifications for construction, and:

1. Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project for the following:
   i. Site plan; demolition plans; floor plans; roof plan; building + wall sections; reflected ceiling plans; interior elevations + sections; details; mechanical plans; including plumbing & HVAC; electrical plans, including special systems, power, lighting, security, material and color samples; specifications.

Opinion of Probable Construction Cost (OPCC)

1. Architect will work with AGENCY and General Contractor to develop an OPCC based on industry standards and knowledge of general construction trends in Northern New Mexico.

e. Arborist Consultation/Tree Work.
Architect will consult with an arborist to determine the health of the existing trees and make recommendations for moving forward. Currently, tree roots are heaving the brick walkway in multiple locations creating unsafe walking conditions.

2) All work completed shall comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties. The SOI Standards may be found online, here: https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm

3) The Agency will complete and submit progress reports to the Department of Cultural Affairs on a quarterly basis detailing the work completed during the specified period. These reports will be submitted on January 1, April 1, July 1 and October 1 throughout the life of the grant.

(C) HPD Shall:

1) Review AGENCY's completion of the SOW and determine if work meets the SOW outlined herein.

2) Confirm with AGENCY that work has been completed per the Agreement.

3) Seek partial or full repayment from AGENCY if work has not been completed per this Agreement.

3. **Unexpended Funds**. Any unexpended or unencumbered amounts in the FY2025 CPRF shall revert to HPD.

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4. **Administering Agency**. DCA is designated as the administering agency of this agreement via HPD.

5. **Disbursements**. All disbursements for permissible and approved costs incurred under this Agreement shall be made by HPD and shall provide for strict accountability of all receipts and disbursements. Disbursements will be made on a lump sum basis, and an accurate accounting of expenditures and records will be required by the AGENCY.

6. **Funding.** DCA shall pay a sum not to exceed two hundred thirty-one thousand three hundred dollars and no cents ($231,000) in accordance with a payment schedule provided by state regulations. Payments to the AGENCY will be made in full payment for services, unless otherwise agreed to in writing by the parties. The amount includes gross receipts taxes. Such amount shall come from DCA 19300 fund and through DCA's CODE S7007.

7. **Term**. This Agreement shall not become effective until approved by the Department of Finance and Administration and a State of New Mexico Purchase Order (hereafter "PO") issued.

   The term of this Agreement is from the date of the issuance of the PO until April 2027 the term for this Agreement shall not exceed two years.

8. **Termination of Default**. If AGENCY fails to perform in the manner called for in this Agreement, DCA and/or HPD may terminate this Agreement for default.

9. **Assignment**. The AGENCY shall not assign interest in this Agreement or assign any other provision of this Agreement without written approval of HPD.

10. **Subcontracts**. AGENCY shall not assign any portion of its scope of work described under this Agreement or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of HPD.

    In the event HPD, with a request by the AGENCY to subcontract, such subcontract shall conform to applicable requirements of the Procurement Code and the AGENCY shall be responsible for any and all payments to the subcontractor.

    AGENCY shall not assign any portion of the funding it receives or subcontract to private parties for Projects on privately owned properties.

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11. **Records and Audits.** HPD shall permit the authorized representatives of DCA, Department of Finance and Administration, or the State Auditor to inspect and audit all data and records of DCA relating to its performance under this Agreement until the expiration of three (3) years after final payment under this Agreement.

    The period of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been eliminated.

12. **Appropriations**. The terms of this Agreement are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the New Mexico State Legislature or in the case of federal funds by the Congress of the United States, this Agreement shall terminate upon written notice by DCA to HPD. The decision as to whether sufficient appropriations are available shall be accepted by HPD and shall be final.

13. **Release.** The AGENCY, upon final payment of amounts due under this Agreement, releases HPD, its officer and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. **Confidentiality.** Both parties agree to comply with the confidentiality provisions of Section 304 of the National Historic Preservation Act, as amended, and Section 18-6-11.1 NMSA 1978 of the Cultural Properties Act in performing this Agreement.

15. **Product of Services; Copyright.** All materials developed or acquired by the AGENCY in performing its work under this Agreement which rightfully belongs to the AGENCY shall remain the property of the State of New Mexico and be delivered to HPD no later than the termination date of this Agreement. Nothing produced in whole or in part by the AGENCY using materials or information submitted by or obtained from the AGENCY in performing work under this Agreement shall be the subject of an application for copyright by or on behalf of HPD without the prior approval in writing from HPD. However, it is understood that HPD has previously secured the copyright to some of the materials that will be utilized by the AGENCY in performing the scope of work under this Agreement.

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16. **Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. The parties may mutually agree to extend the term of this Agreement for limited periods of time not to exceed the maximum two-year grant period.

17. **Scope of Agreement.** This Agreement incorporates all the agreements, preservation agreements and understandings between HPD and the AGENCY 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 of their agents shall be valid or enforceable unless embodied in this Agreement.

18. **Applicable Law.** This Agreement shall be governed by the laws of the State of New Mexico.

19. **Equal Opportunity Compliance.** The AGENCY agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the AGENCY agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the AGENCY is found to not be in compliance with these requirements during the term of the Agreement, the AGENCY agrees to take appropriate steps to correct these deficiencies.

20. **Civil Rights Laws and Regulations Compliance.** DCA HPD shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The AGENCY and HPD further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, the Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (43 CFR 60). Accordingly, 49 CFR 21 is

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applicable to this Agreement and incorporated herein by reference.

21. **New Mexico Tort Claims Act.** Neither party shall be responsible for liability incurred as a result of the other party's act or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act Section 41-4-1, et seq., as amended thereto. This paragraph is intended only to define the liabilities as governed by common law or the New Mexico Tort Claims Act. HPD and its "public employees" as defined in the New Mexico Tort Claims Act and the AGENCY and it's "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

22. **Preservation Agreement**. Both parties of this Agreement shall complete a Preservation Agreement, attached as Appendix A, which stipulates the preservation and protection of the cultural property for ten years (10 years).

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IN WITNESS WHEREOF, the parties have executed this Agreement.

Signed by:
Michelle Ensey
A73A04D18512488...

MICHELLE ENSEY

STATE HISTORIC PRESERVATION OFFICER
(INTERIM)

6/5/2025

DATE

DocuSigned by:
DGG
85394F22BAFF4AB...

DEBRA GARCIA Y GRIEGO

SECRETARY
DEPARTMENT OF CULTURAL AFFAIRS

6/5/2025

DATE

Signed by:
Spencer Schwartz
8EDDDF071933493...

Spencer Schwartz
Project Administrator
City of Santa Fe

6/5/2025

DATE

Approved as to form and legal sufficiency on this 5 day of June, 2025,
by the Department of Cultural Affairs, General Counsel.

By: DocuSigned by:
Max Delgado
C37EA02A2BDD428...
General Counsel

Approved as to form and legal sufficiency on this _____ day of _____, 2025,
by the Office of the Attorney General.

By: _____
Assistant Attorney General

This Agreement has been approved by:
DEPARTMENT OF FINANCE AND
ADMINISTRATION

By: DocuSigned by:
Wayne Propst
6EB4D958A89A432...
Cabinet Secretary

6/3/2025
Date

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PRESERVATION AGREEMENT

This preservation agreement is made this _____day of _____2025 between The CITY OF SANTA FE, as GRANTOR of a preservation agreement (hereafter referred to as the "Grantor"), and the State of New Mexico Historic Preservation Division of the Office of Cultural Affairs/Covenant Holder, as GRANTEE of the preservation agreement (hereafter referred to ask the "Grantee"). This preservation agreement is entered under Section 4.10.10 NMAC and NMSA 1978, Section 18-6-7 (A), 18-6-8, and 18-10-6 (C) (as applied to
this agreement's application to any potential future private ownership) and for the
purpose of rehabilitating the Santa Fe Main Library, a site that is important culturally, historically, architecturally and archeologically.

1. **The Subject Property**. This agreement creates a preservation agreement in real estate legally described as Santa Fe Main Library (Hereafter referred to as the "Property").

2. **Grant of Preservation Agreement**. In consideration of the sum of $231,300.00 received in grant-in- aid financial assistance from the State of New Mexico, Department of Cultural Affairs ("DCA"), the Grantor hereby grants to the Grantee a preservation agreement in the Property for the purpose of assuring preservation of the Property.

3. **Agreement Required for Cultural Properties Restoration Fund Grant**. This preservation agreement is granted as a condition of the eligibility of the Grantor for the financial assistance from DCA.

4. **Conditions of Preservation Agreement**:
   a. *Duration*. This preservation agreement is granted for a period of ten (10) years commencing on the date when it is filed with the County Clerk.

   b. *Documentation of condition of the Property at time of grant of this agreement*. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces, including archeological features (if known) are incorporated as "Exhibit A" at the end of this agreement. The Grantor has provided to the Grantee
   architectural drawings of the floor plans. To complement "Exhibit A", Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this agreement is accurately documented by the archaeological drawings and photographic record, which shall be maintained for the life of this agreement in the
   Grantee's preservation agreement file for the Property.

   c. *Restrictions on activities that would affect historically significant components of the Property*. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant, interior spaces and features identified in

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"Exhibit A", exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation,
preservation, or restoration will meet The Secretary of the Interior's Standards for the

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Treatment of Historic Properties and the Standards for Archeology and Historic Preservation (hereinafter referred to as the "Standards").

d. *Duty to maintain the Property*. The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property, including the other structures or features of the site, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the property eligible for listing in the National Register of Historic Places.

e. *Restrictions on activities that would affect archeological resources*. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property that would affect historically significant archeological resources
identified in "Exhibit A" without prior written permission of the Grantee affirming that such work will meet Standards.

f. *Maintenance of recovered materials*. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards or will comply with the requirements of the Native American Graves Protection and Repatriation Act, 36 CFR 79, and 43 CFR 10, (only if the project has federal funds.)

g. *Right to inspect*. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty- four hours (24) written notice, in order to ascertain whether the conditions of this agreement are being observed.

h. *Anti-discrimination*. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the State Historic Preservation Office.

i. *Agreement shall run with the land; conditions on conveyance*. This preservation agreement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference to this agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property or any part thereof.

j. *Casualty Damage or Destruction*. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to

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protect public safety shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within sixty (60) days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the

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features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the state grant funds applied to the Property which will then be returned to the U.S. Treasury.

k. *Enforcement*. The Grantee shall have the right to prevent and correct violations of the terms of this agreement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretions to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to top the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore to the Property to a condition that would be consistent with preservation purposes of the grant from DCA. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the State Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

l. *Amendments*. The parties may by mutual written agreement jointly amend this agreement, provided the amendment shall be consistent with preservation purpose of this agreement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this agreement, refers expressly to this agreement, and is filed with the Santa Fe County Clerk.

m. *Effective date: severability*. This preservation agreement shall become effective when the Grantor files it in the Office of the County Clerk of Santa Fe County, State of New Mexico, with a copy of the recorded instrument provided to the Grantee for its preservation agreement file. If any part of this preservation agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the preservation agreement does not contain the particular part held to be valid.

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GRANTOR: _____

By: NAME OF ORG, NAME OF PERSON

Name and Title

_____: On this ____ day of _____, 2025, before me the undersigned, a Notary Public for said State, personally appeared _____, to me personally known, who stated they are _____, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its City Council, and that such officer, they acknowledged that they executed the foregoing instrument as their voluntary act and the voluntary act of the corporation.

_____

NOTARY PUBLIC

GRANTEE: Historic Preservation Division, Office of Cultural Affairs, State of New Mexico

By: _____

Michelle Ensey, State Historic Preservation Office

_____: On this ____ day of _____, 2025, before me, a Notary Public for said State, personally appeared Michelle Ensey, who stated that they are duly appointed and actively serving as the Director of the State Historic Preservation Office, and that they executed the foregoing preservation agreement as their voluntary act and as the voluntary act of the State of New Mexico Office of Cultural Affairs.

_____

NOTARY PUBLIC

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EXHIBIT “A” TO PRESERVATION AGREEMENT

City of Santa Fe, Main Library

To remain eligible for listing on the National Register of Historic Places, a property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of City of Santa Fe, Main Library photographic documentation is attached.
Exhibit A must be submitted at the time of signing the grant agreement.
Grantee must:

- Take photographs of all four sides of the building
- Take photographs of significant exterior features
- Take photographs of interior of building.

Photographs must be attached as EXHIBIT A to this grant agreement.
The Grant Agreement will NOT be signed by the Historic Preservation Division without a signed preservation agreement and photographs included in Exhibit A.

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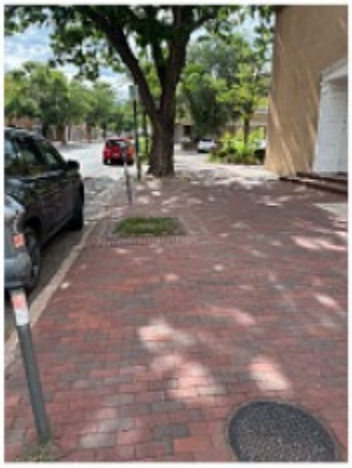

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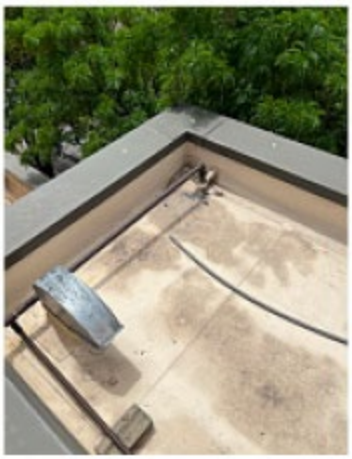

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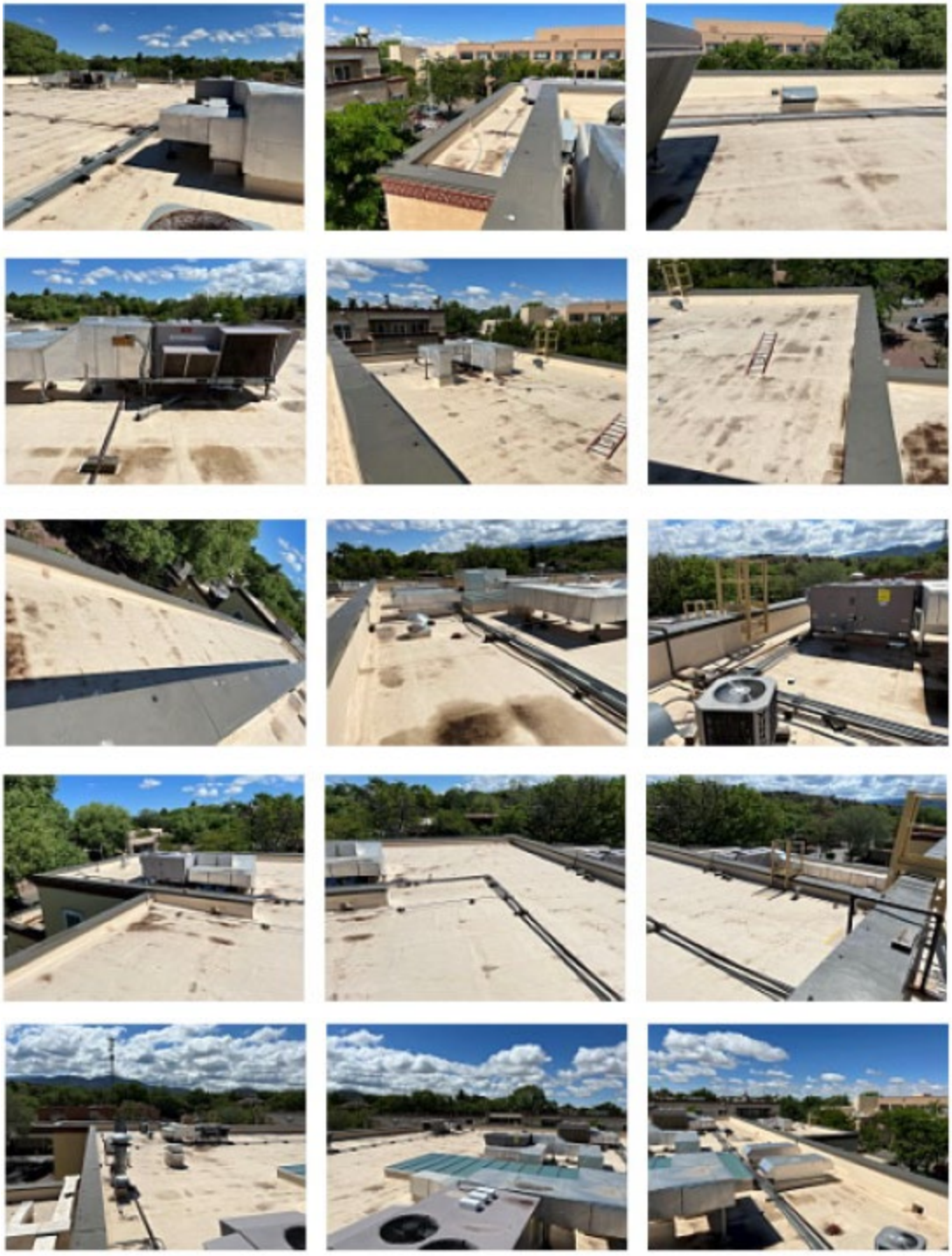

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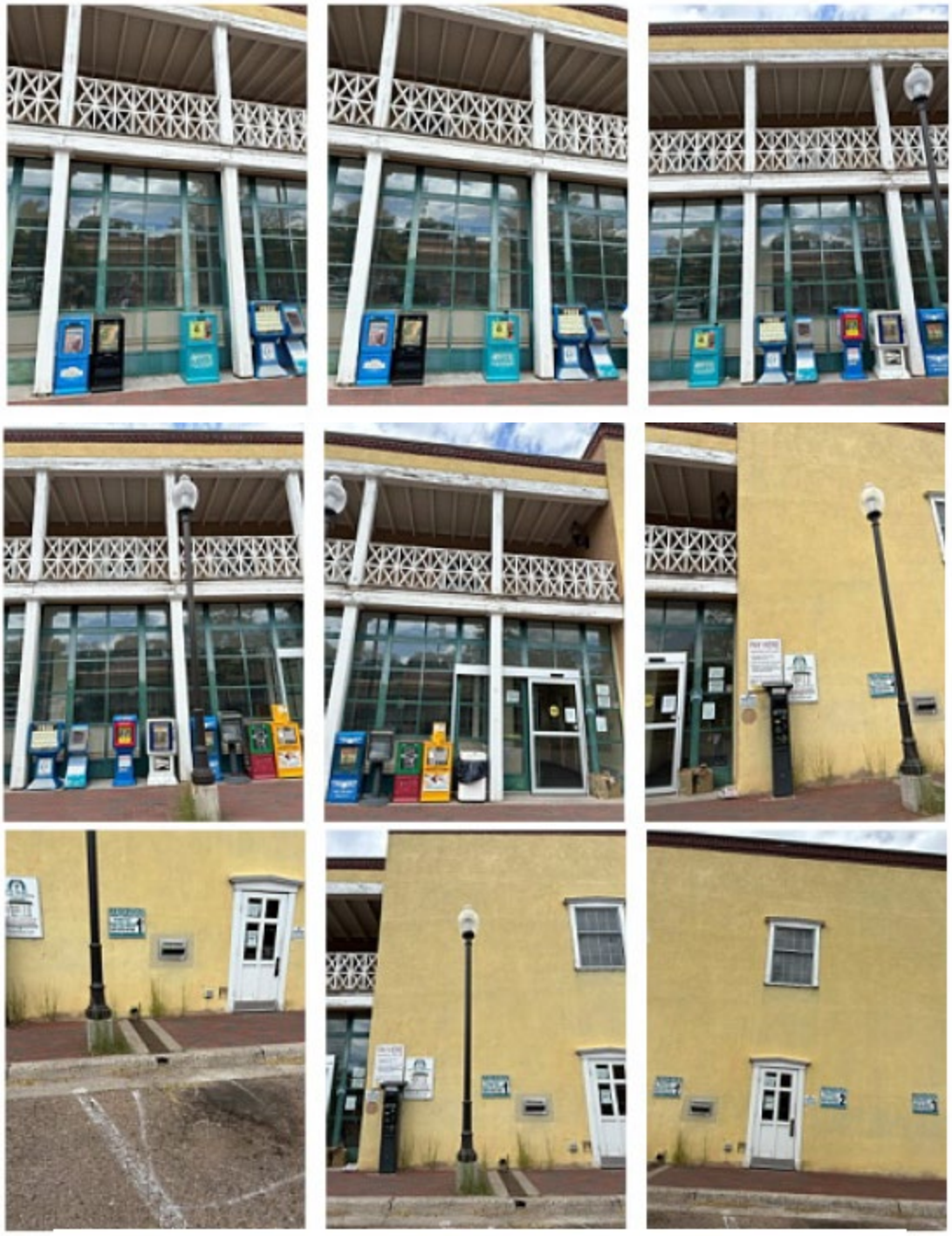

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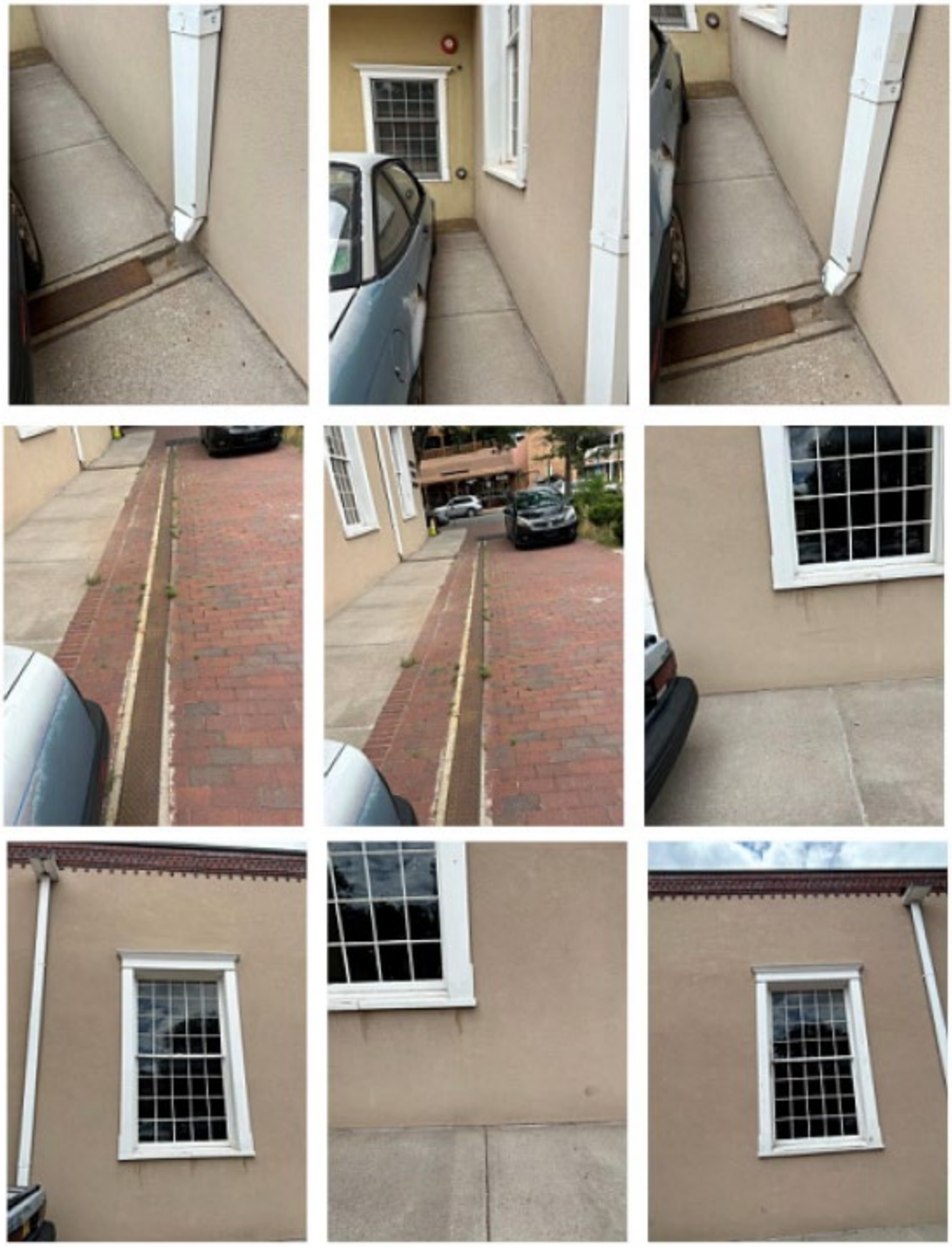

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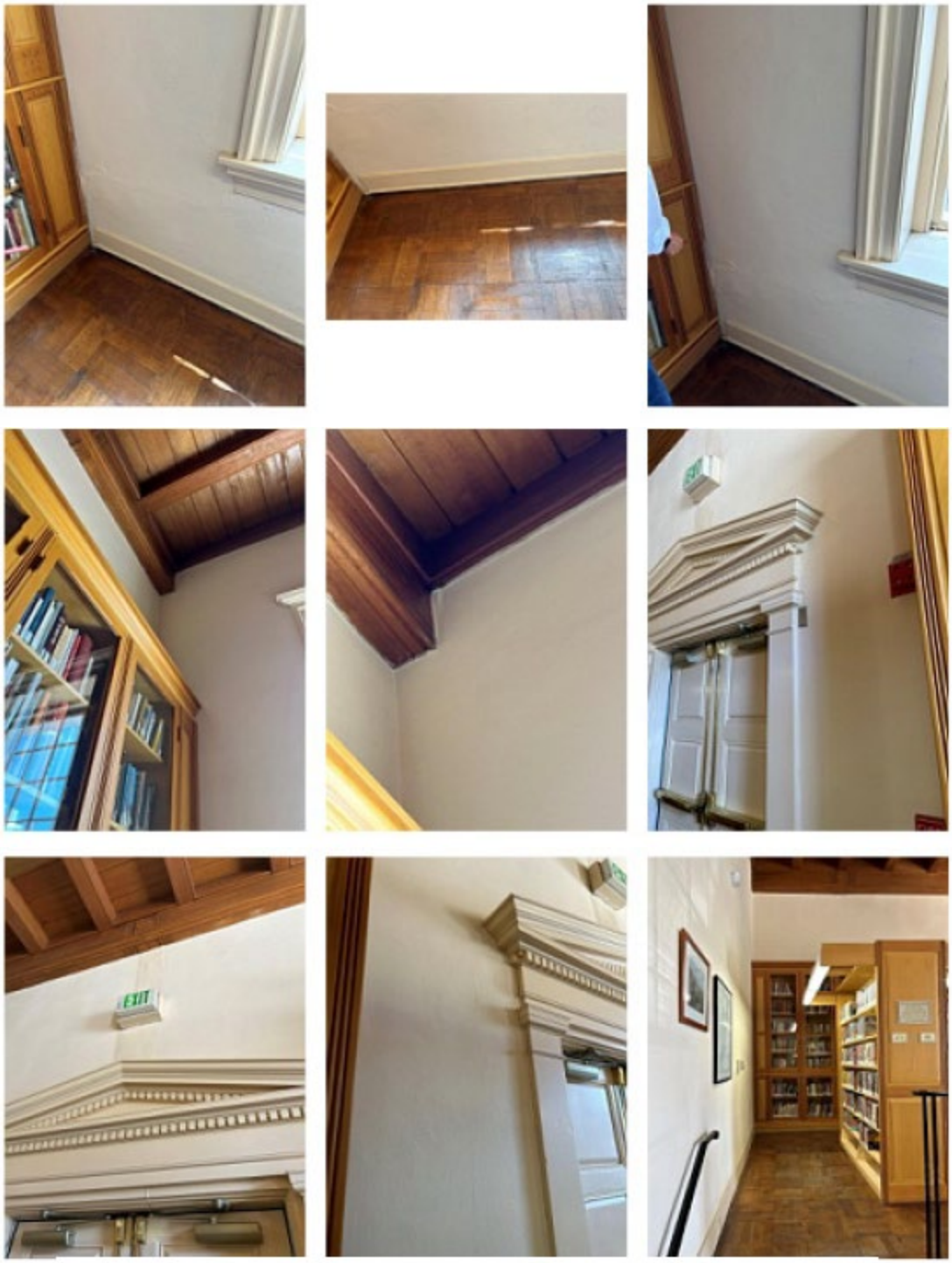

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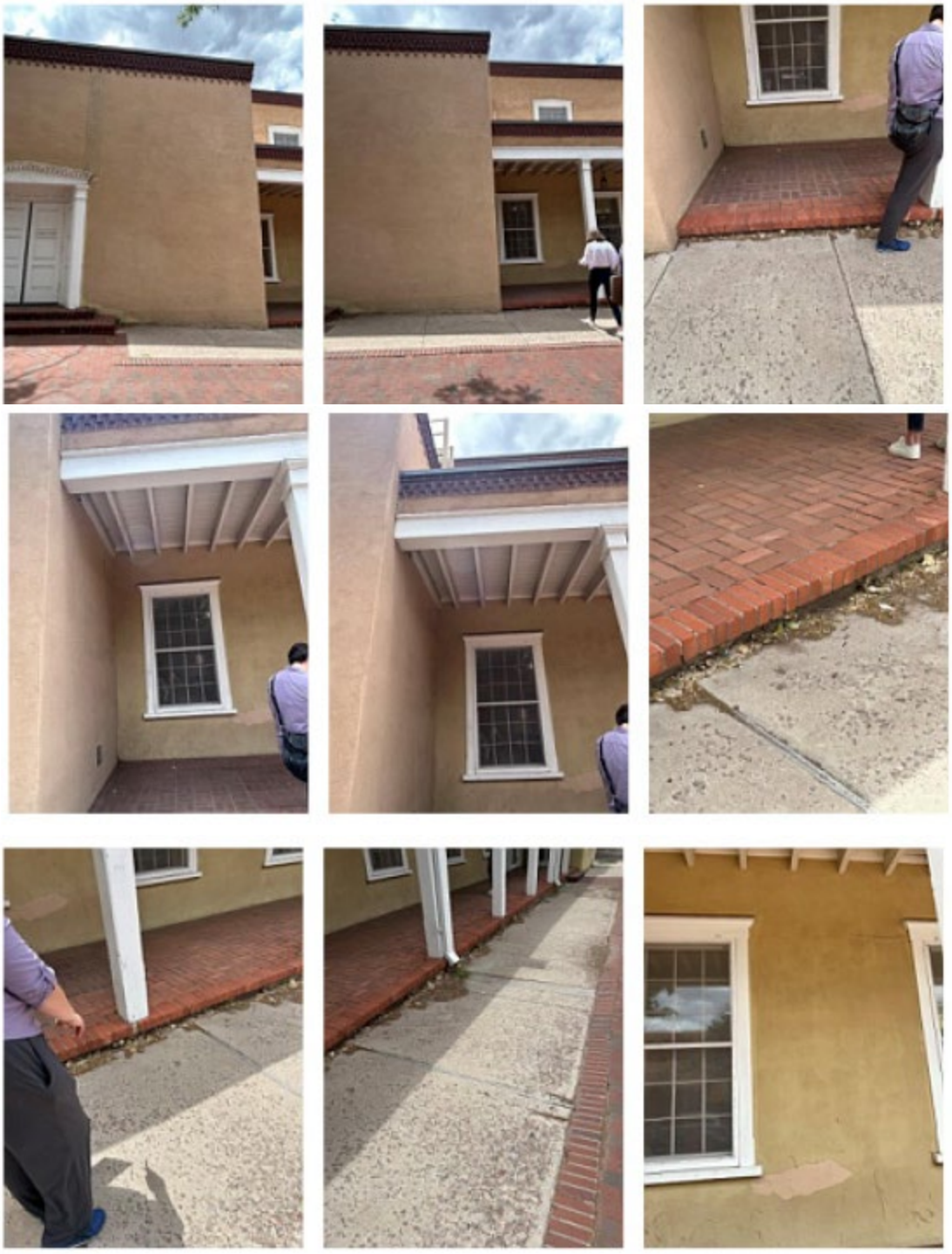

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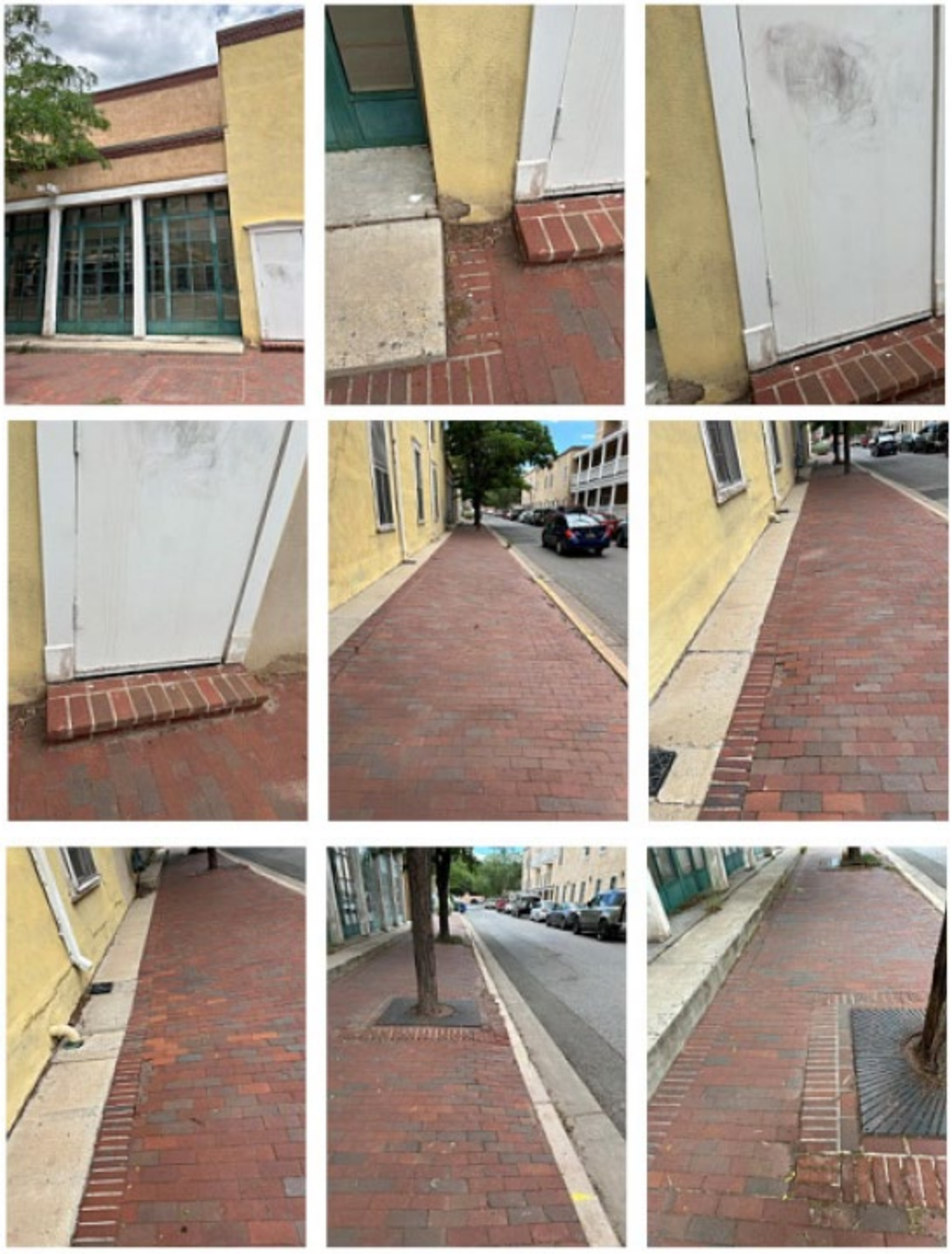

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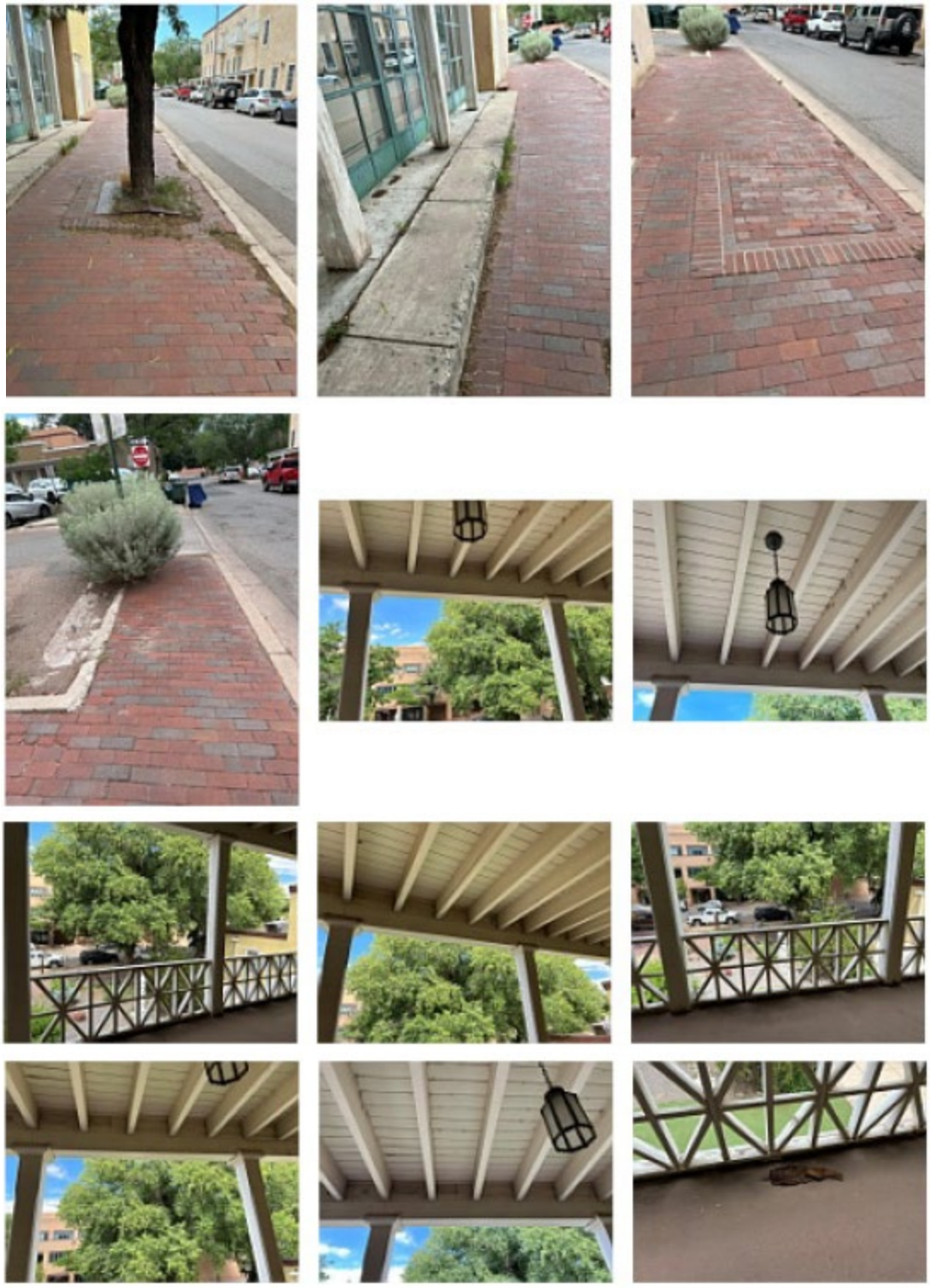

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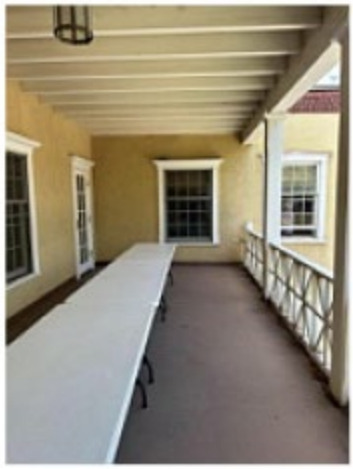

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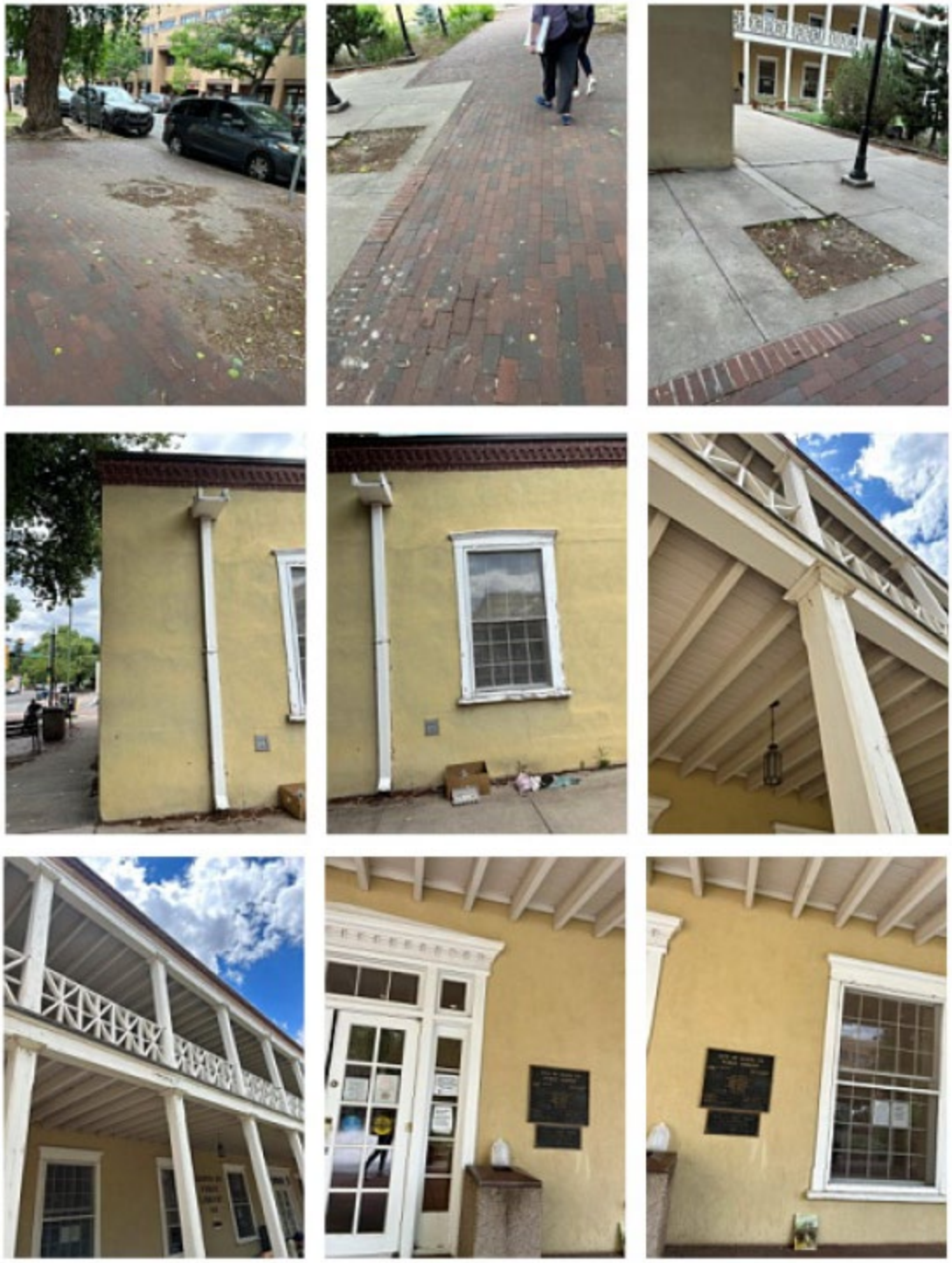

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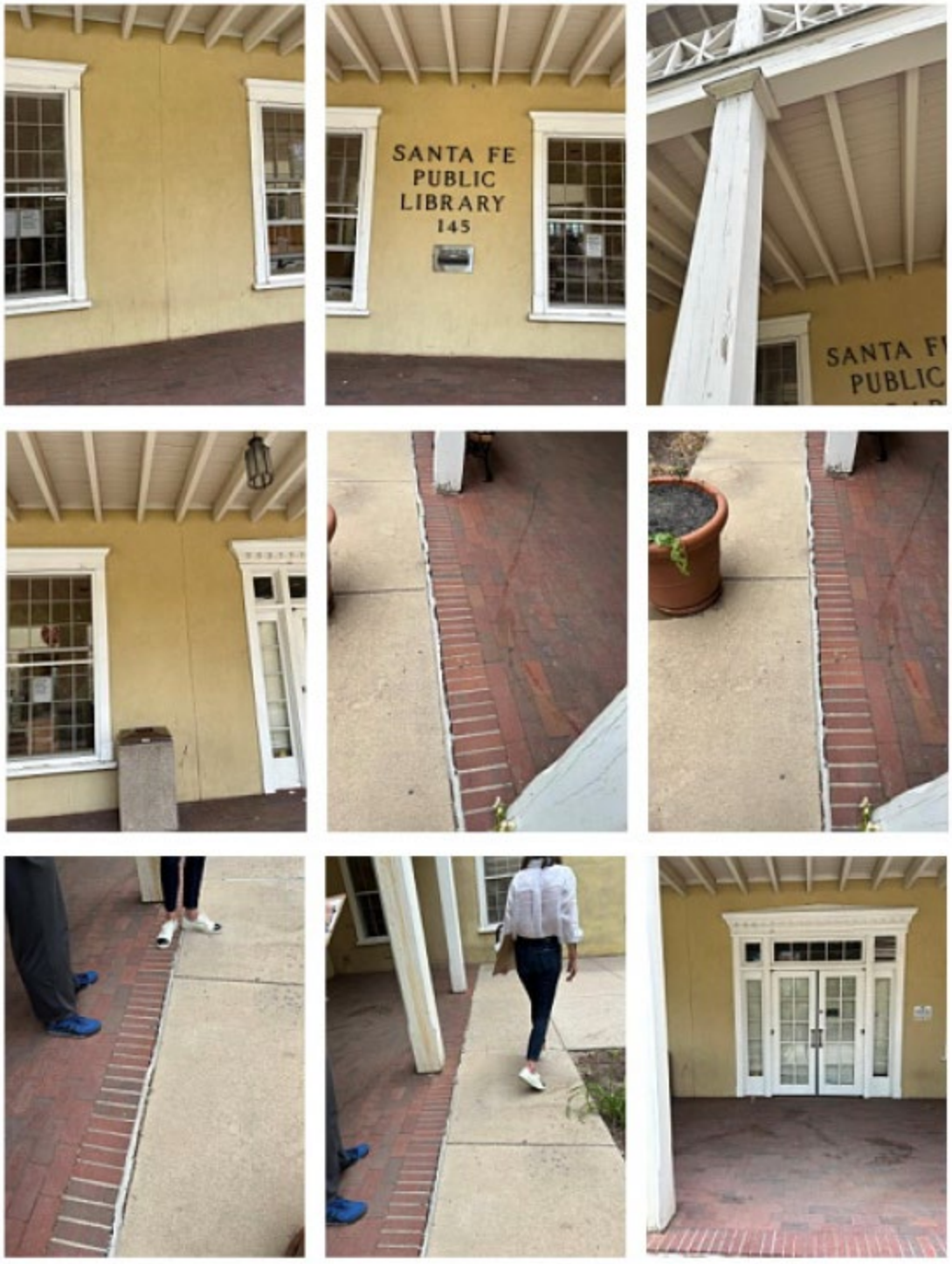

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DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION
BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 · NM.SHPO@DCA.NM.GOV

May 23, 2024

J. Samuel Burnett
Facilities Division Director
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909

RE: Cultural Properties Restoration Fund Grant Program
Santa Fe Public Library Main Branch Preservation Project

VIA EMAIL: jsburnett@santafenm.gov

Dear Mr. Burnett:

Congratulations! The City of Santa Fe has been selected to receive the requested $231,300 in grant funding from the Cultural Properties Restoration Fund Grant Program. This is to complete the Santa Fe Public Library Main Branch Preservation Project.

The New Mexico Historic Preservation Division (HPD) received thirty-two applications from qualified applicants around the state. The total request for funding was $6 million and we have a total of $1 million in funding available. This means we are only able to fund a fraction of the applications we received. HPD staff and the Cultural Properties Review Committee reviewed the applications and yours has been selected for funding.

Steven Moffson, Historian at the Historic Preservation Division will work with you to develop the Joint Powers Agreement and the Preservation Agreement. He may be reached at 505-476-0444 or steven.moffson@dca.nm.gov. He will reach out in the next few weeks to review and discuss the grant project's next steps.

If you have questions or would like further information about your grant application, please reach out to Karla McWilliams at 505-827-4451 or karla.mcwilliams@dca.nm.gov.

Regards,

Michelle Ensey
State Historic Preservation Officer (INTERIM)

cc: Nicole Ramirez Thomas, nicole@wonderstoneconsulting.com
Spencer Schwartz, City of Santa Fe, smschwartz@santafenm.gov
Steven Moffson, HPD, steven.moffson@dca.nm.gov

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	9/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	3209980	572960	FMD2532004	231,300	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA/DCA = Main Library Grant upfront	3209980	490210	FMD2532004	(231,300)	
unearned revenue JE 13.513737					
				$ -	$ -

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

DCA grant award for Main Library Preservation Project in the total amount of $231,300

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

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

De Alva Calabaza — 9/17/2025
Prepared By *{print name}* — Date

Business Operatios Manager Signature *{optional}* — Date

JOHN BURNETT (Nov 19, 2025 10:44:06 MST)
Department Director Signature — Date

Andy Hopkins — 11/19/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

GB-150-Woven Architecture LLC

Final Audit Report 2025-11-24

Created:	2025-11-19
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAISJ5PZwtR7ooK6hdmbMKT8NhriA8CpNn

"GB-150-Woven Architecture LLC" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
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Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-19 - 8:05:26 PM GMT

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Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-19 - 10:08:24 PM GMT - Time Source: server- IP address: 174.234.207.131

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 10:08:28 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-11-20 - 6:39:14 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 6:08:27 PM GMT - Time Source: server- IP address: 63.232.20.2

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

2025-11-21 - 6:08:31 PM GMT

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

Signature Date: 2025-11-24 - 4:11:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-11-24 - 4:11:45 PM GMT

CITY OF SANTA FE

Date: November 14, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Sam Burnett, Interim Public Works Department Director
JOHN BURNETT (Nov 17, 2025 08:16:59 MST)
Tim Farrell, Interim Facilities Division Director
Timothy Farrell

Subject: Capital Appropriation Agreement Project 25-J4368 for City Facility Leased to Kitchen Angels

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ACTION:
Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $119,607 for Project 25-J4368 Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2027. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

BACKGROUND AND SUMMARY:
Kitchen Angels is the only organization that provides special needs meals to homebound individuals in Santa Fe. It is a 501(c)3 New Mexico nonprofit organization in "Good Standing." Since its founding in 1992, Kitchen Angels has served more than 2 million meals. Kitchen Angels is located at 1222 Siler Road, in a facility owned by the City of Santa Fe. The City and Kitchen Angels have a 20-year lease.

The City of Santa Fe received Capital Appropriation Project 25-J4368 in the amount of $119,607, which reauthorized Capital Appropriation Project 21-F2899 and extends the reversion date to June 30, 2027.

A Budget Amendment Resolution (BAR) is not required, as the grant funds have already been incorporated into the FY 2026 Revenue Carryforward.

This funding will be used for renovations and improvements to the building, including but not limited to parking lot improvements to increase parking, improve accessibility, and reduce flooding during rain events.

There are three additional state capital appropriation agreements for renovations to the facility leased to Kitchen Angels:

- Grant Agreement 22-G3016—$200,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but limited to heating, ventilation, and air conditioning (HVAC) systems.
- Grant Agreement 23-H3202—$200,000 with a reversion date of June 30, 2027, for renovations and improvements to the building, including but not limited to the installation of a solar photovoltaic system to reduce costs.
- Grant Agreement 24-I4220—$100,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but not limited to building envelope repairs such as replacement of windows.

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

ATTACHMENTS:
New Mexico Department of Finance and Administration Capital Appropriation Project 25-J4368 PLID Form (Reauthorize NM DFA 21-2899/COM2434501)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
2025 New Mexico Capital Appropriation Project 25-J4368
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970

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

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: Timothy Farrell Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number COM2434501
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: ERIKA LUJAN
ERIKA LUJAN (Nov 24, 2025 08:26:17 MST)

Is this grant funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: NMDFA Capital Appropriation Project 25-J4368
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: ERIKA LUJAN
ERIKA LUJAN (Nov 24, 2025 08:26:17 MST)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 370, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4368** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 370, One Hundred Nineteen Thousand Six Hundred Six Dollars and Ninety-Nine Cents, $119,606.99, The time of expenditure for the local government division project in Subsection 340 of Section 29 of Chapter 138 of Laws 2021 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 is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $119,606.99 One Hundred Nineteen Thousand Six Hundred Six Dollars and Ninety-Nine Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $119,606.99 One Hundred Nineteen Thousand Six Hundred Six Dollars and Ninety-Nine Cents ("**Adjusted Appropriation Amount**").

C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required

procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event 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:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. 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 after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. 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.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. 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

B. 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 Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504

Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. 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: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

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

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. 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)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or

b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. 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.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. 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.
d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate

steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. 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 and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to 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:

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

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to 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:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. 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;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and

approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Oct 2, 2025 17:36:50 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Oct 2, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

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.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

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: $ 0.00

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: Grant Manager

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.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

ERIKA LUJAN
ERIKA LUJAN (Nov 24, 2025 08:26:17 MST)

Date of Request: 01/02/2023 REQ TO UPDATE 11/3/25

Project Title: Kitchen Angels - Facility Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: COM2434501
Grant ID: S-2419 /S2628
Approved By: CAJ 11/3/24
Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Regina Wheeler/David Chapman Ext: 505-690-4197 RW
505-660-2619 DC

Project Date Range: 01/01/2024 to ~~06/30/25~~ 6/30/2027 ☑ Create Fixed Asset

---

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

Funding Source: NM DFA 21-F2899 % of Funding: 100%

MUNIS ORG: 3459981 MUNIS OBJ: 490210 Awarded Amount: $250,000

Funding Source: DFA CAP J4368 REAUTH OF 21F2899 % of Funding:

MUNIS ORG: 3459981 MUNIS OBJ: 490210 Awarded Amount: 119606.99

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: Construction MUNIS ORG: 3459981 MUNIS OBJ: 572970

Phase: MUNIS ORG: MUNIS OBJ:

Phase: MUNIS ORG: MUNIS OBJ:

Contract number: Comments/Other:

GRANTS ONLY: REAUTHORIZATION OF 21F2899: NEW DFA CAP# IS 25-J4368: $119606.99 EXPIRES 6/30/2027

Grantor Name: 21-F2899 NMDFA-CAP APPROPRIATION Awarded Amount: 250,000.00

AR Charge Code: 3459981.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: DFA-70007 Federal CFDA (if applicable): N/A

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

GB Packet_Grant 25-J4368_Kitchen Angels Reauth_$119,607K

Final Audit Report 2025-11-17

Created:	2025-11-14
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_-nHgMeWsNyGMeQbNT0McEuswbHsZyJT

"GB Packet_Grant 25-J4368_Kitchen Angels Reauth_$119,607K " History

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Signature Date: 2025-11-17 - 3:16:59 PM GMT - Time Source: server- IP address: 71.228.98.124

Powered by Adobe Acrobat Sign

Agreement completed.

2025-11-17 - 3:16:59 PM GMT

CITY OF SANTA FE

Date: November 18, 2025

To: Governing Body

From: Tim Farrell, Interim Facilities Division Director Timothy Farrell

Via: Sam Burnett, Interim Public Works Department Director JOHN BURNETT (Nov 19, 2025 17:51:46 MST)
Brian Moya, Fire Chief BRIAN MOYA

Subject: Capital Appropriation Agreement Project 25-J4366 for Fire Station Facilities

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J4366 Improvements to Fire Station Facilities in the Total Amount of $247,500 with a Reversion Date of June 30, 2028. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $247,500 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Appropriation Project 25-J4366 in the amount of $247,500 to plan, design, construct, renovate, furnish, and equip fire station facilities in Santa Fe. The Facilities Division is working with the Fire Department to identify necessary improvements to existing fire station facilities.

This appropriation does not require an allocation for Art in Public Places (AIPP) and the total of $247,500 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2028, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:
Grant Agreement NMDFA 25-J4366
PLID Form
BAR

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 368, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4366** ("**Project**") 6/30/2028 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 368, Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents, $247,500.00, The unexpended balance of the appropriation to the local government division in Subsection 492 of Section 28 of Chapter 66 of Laws 2024 to plan, design, construct, furnish and equip fire station 2, including related infrastructure, in Santa Fe in Santa Fe county shall not be expended for the original purpose but is changed to plan, design, construct, renovate, furnish and equip fire station facilities in Santa Fe in Santa Fe county..

B. Grantee's total reimbursements shall not exceed $247,500.00 Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $247,500.00 Two Hundred Forty-Seven Thousand Five Hundred Dollars And No Cents ("**Adjusted Appropriation Amount**").

C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event 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:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. 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 after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

c. 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.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. 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

B. 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 Oster

Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. 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: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or

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

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. 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)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. 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.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. 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.
d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. 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 and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to 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:

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

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to 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:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. 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;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Oct 2, 2025 17:45:33 MDT)

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Oct 2, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

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.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

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: $ 0.00

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: Grant Manager

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.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/27/2025

Project Title: Fire Station Facilities Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2432001

Grant ID: S2430/S2559

Approved By: ERIKA LUJAN (Oct 28, 2025 12:50:16 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Various PMs Ext: 5930

FORM SUBMITTED BY D CALABAZA

Project Date Range: 10/27/2025 to 06/30/2028 ☐ Create Fixed Asset

---

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

Funding Source: NMDFA 25-J4366 % of Funding: 100 ERIKA LUJAN (Nov 24, 2025 08:27:08 MST)

MUNIS ORG: 3209980 MUNIS OBJ: ~~490150~~ 490210 Awarded Amount: $247,500

Funding Source: NMDFA 25-J4367 % of Funding:

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $3,955,050.00

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: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable): GRANTS/PROJECT WERE COMBINED PER HC REQUEST 2/10/25

Grantor Name: REAUTHORIZED 25J4366 (OLD 24-13134) Awarded Amount: 247,500.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: REAUTHORIZED 25J4367 (OLD 23H3201) Awarded Amount: 3,955,050.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Facilities	11/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3209980	572970	CIP2432001	247,500	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J4366 - Fire Station Facilities	3209980	490210	CIP2432001	(247,500)	
				$ -	$ -

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

DFA Grant Award 25-J4366 For Fire Station Facilities Improvements in the total amount of $247,500

Reversion date 6/30/2028

{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 11/17/2025
Prepared By *{print name}* Date

Carol Svenson
Business Operations Manager Signature Date

JOHN BURNETT (Nov 19, 2025 17:51:46 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

Packet GB_Grant 25-J4366 Fire Stations $250k

Final Audit Report 2025-11-20

Created:	2025-11-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3PhKZ3WOKXBN4GTMsTcqX-vJML81p0d9

"Packet GB_Grant 25-J4366 Fire Stations $250k" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-19 - 5:48:48 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-11-19 - 5:51:24 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2025-11-19 - 9:30:40 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-11-19 - 9:31:13 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-11-19 - 9:31:15 PM GMT

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2025-11-19 - 9:31:28 PM GMT- IP address: 174.218.25.211

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2025-11-19 - 9:31:52 PM GMT

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2025-11-19 - 10:13:10 PM GMT- IP address: 63.232.20.2

Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2025-11-19 - 10:14:19 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-11-19 - 10:14:26 PM GMT- IP address: 62.10.205.21

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Signature Date: 2025-11-20 - 0:51:46 AM GMT - Time Source: server- IP address: 174.240.18.27

Agreement completed.

2025-11-20 - 0:51:46 AM GMT

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GB Packet_Grant 25-J4366 Fire Stations $250k - for GRANTS sigs

Final Audit Report 2025-11-24

Created:	2025-11-21
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsWwL9mFssQFrmnfBoLSTXTnK60aBC0UL

"GB Packet_Grant 25-J4366 Fire Stations $250k - for GRANTS sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-11-21 - 4:11:30 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-21 - 4:15:32 PM GMT

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2025-11-21 - 6:05:06 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-11-21 - 6:05:38 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-11-24 - 3:26:51 PM GMT- IP address: 104.47.65.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-11-24 - 3:27:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-24 - 3:27:10 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-24 - 5:49:48 PM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2025-11-24 - 5:49:48 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: October 1, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Director, Wastewater Management

Via: Jesse Roach, Interim PUD Department Director Jesse Roach
Jesse Roach (Oct 8, 2025 09:00:18 MDT)

Subject: AMENDMENT #1-Calle Mejia Sanitary Sewer Pipe Bursting Rehab Project

Vendor Name: SKE Contractors, LLC

Munis Vendor Number: 10552

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 with SKE Contractors, LLC. for the Calle Mejia Collection System Rehabilitation Project. Amendment #1 increases the amount of compensation to remove and replace a concrete encased section of sewer that crosses an arroyo, by $113,915.40 for a total compensation of $3,388,943.60, including NMGRT, for a term of two years.

1. Approval of a Budget Adjustment Resolution (BAR) in the amount of $113,916 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250255.

BACKGROUND AND SUMMARY:

During the pipe bursting process a 300-foot section of 10” clay sewer line was discovered to be encased in concrete as it crossed the arroyo. The concrete encasement did not allow the pipe to be replaced using pipe bursting, so this 300’ section shall be excavated, removed and replaced with a 300’ section of ductile iron pipe encased in concrete. This open-trench replacement will result in additional costs. With existing credits from initial contracted work, the additional cost was reduced to $113,915.40.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater – Capital Projects 5000375

Munis Object Name/Number: WIP Construction -572970

Budget Officer / Designee: Chris Parker for AJH (Oct 31, 2025 14:38:17 MDT) **Date:** 10/31/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 10/31/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original Contract-Construction

Amendment 1

COI

Proposal-task order

Item #: _____
Munis Contract #: 3250255
Original Contract Item #: 24-0656
Emergency Determination

CITY OF SANTA FE, PUBLIC UTILITIES DEPARTMENT
AMENDMENT No. 1

Calle Mejia Sanitary Sewer Pipe Bursting Rehab Project

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated November 21, 2024 (the "Contract"), between the City of Santa Fe (the "City") and SKE Contractors, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide all mobilization, equipment, labor, and materials for the rehabilitation of the sanitary sewer lines within or proximate to Calle Mejia, using pipe bursting methods.

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:

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount by a total of $113,915.40 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 as described in Exhibit “B” attached and incorporated herein, such compensation not to exceed three million one hundred and thirty-two thousand four hundred and seventy-two dollars and forty-two

cents ($3,132,472.42), 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, at the rate of 8.1875%. The Contract Total is determined as follows:

Base Bid (With CO #1) $ 3,132,472.42

Gross Receipts Tax (8.1875%) $ 256,471.18

Total including NMGRT $ 3,388,943.60

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed three million three hundred eighty-eight thousand nine hundred forty-three dollars and sixty cents, ($3,388,943.60) including NM gross receipts tax. 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, MAYOR

DATE:_____

CONTRACTOR:
SKE Contractors, LLC.

Karl Eberhart
Karl Eberhart (Oct 1, 2025 16:29:21 CDT)
_____
Karl Eberhart, President

DATE: Oct 1, 2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 1, 2025 15:29:56 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

Exhibit B

SKE Contractors, LLC
New Mexico Division
950 W. Cordova, Unit 415
Santa Fe, 87505

CHANGE ORDER PROPOSAL

Calle Mejia Sanitary Sewer Pipebursting Project

Date of Issuance:	9/29/2025	**CO Proposal No.:**	**1 revised**
Contractor:	SKE Contractors, LLC		
Designer:	N/A	**P.O. No.:**	**22601461**

Explanation:

This change order proposal encompasses the follov

Option 1 - Remove 330 feet of 10" VCP that is encased in conrete and replace with 12" Ductile iron with restrained joints encased in 30" of concrete through arroyo. CIP, all taxes and overhead included.

Description of Work	**Cost**	**Time**
1. Remove existing and replace with 12" Ductile iron, CIP (LS)	$ 105,294.42	21 Days
2. GRT tax	$ 8,620.98	Days
3.	$ -	Days
4.	$ -	Days
5.	$ -	Days

Please attach back-up documentation

Cost & Time Change Summary		**Cost**	**Time**
Original Contract:		$ 3,275,028.20	365 Days
Previous Change Order(s):		$ -	Days
Contract prior to this change order:		$ 3,275,028.20	365 Days
Net increase (decrease) from this change order		$ 113,915.40	Days
Revised Contract:		**$ 3,388,943.60**	**365** Days
Percent increase (decrease) this Change Order	3.5%		
Percent increase (decrease) all Change Orders	3.5%		

Contractor:

Name: Date:

2/27/25

Item #: **24-0656**
Munis Contract #: 3250255
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 SKE Contractors, 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 the Contract Documents. The work consists of furnishing all mobilization, equipment, labor and materials for the rehabilitation of sanitary sewer lines through pipe bursting methods as specified in the sewer line location plans and specifications and other incidental work and traffic control as required in the City of Santa Fe, New Mexico.

The contractor's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the project throughout, and they will be deemed to be included in the contract documents the same as though herein written out in full.

The sanitary sewer line to be replaced is in Calle Mejia and proximate to the roadway and St. Frances Drive. The Project consists of installing approximately19,500 feet of twelve-inch diameter High Density Polyethylene (HDPE) pipe along the grade line of the existing ten-inch clay sewer pipe. The operation shall be conducted with a hydraulic or pneumatic pulling or pushing apparatus and a pipe expander or pipe reaming device. The pipe expander or reaming device shall be pushed or pulled through the existing pipe on grade, widening the existing pipe material for the insertion of the new pipe material.

SUBMITTALS

A. Submit all information, shop drawings, and product data as directed below to the owner's representative for review and approval.

B. Product Data:
    1. All pipe, fittings, and accessories to be used.
    2. The manufacturer's installation recommendations including the recommended allowable pulling force to prevent damage to the pipe.
    3. If HDPE is used, information indicating the interior color for the HDPE pipe.

C. Installation Procedure:
    1. The Contractor shall submit, in detail, the procedure and the steps to be followed for the installation of the pipe bursting system selected including, but not limited to:
        a) Traffic control plan.
        b) Layout, storage, and pipe handling areas.
        c) Plan for locating, exposing, and reconnecting service laterals.
        d) Bypass pumping plan.
        e) Point repair plan for removing sags, offset joints, constrictions, or obstructions.
    2. Any proposed changes in installation procedures shall require submittal of revised procedures and acceptance by the City.
D. Preconstruction Television Inspections.
E. Post-Construction Television Inspections.
F. Updated schedule of repairs for the segments included in the contract documents which are to be submitted after the preconstruction CCTV inspections have taken place and the segments reviewed for any modifications to the planned work.
G. Certificates:
    1. Affidavit of compliance with applicable standards.
    2. Test certificates.
    3. As requested, Certificates of Training for the processes used.

QUALITY ASSURANCE

A. The Contractor is responsible for the quality assurance and quality control of the Work.
B. Work shall be performed by a Contractor, with a proven record of performance for similar installations. Contractor shall submit the following:
    1. Contractor shall be experienced in the installation of HDPE sewer mains using the pipe bursting method of trenchless rehab for a minimum period of 5 years.
    2. Warranty:
        a) Terms: Standard Manufacturer's warranty.
        b) Contractor Warranty Period: Two year from City Acceptance.

PRODUCTS

HIGH DENSITY POLYETHYLENE (HDPE) PIPE

A. HDPE pipe for trenchless sewer line replacement shall be solid wall high density polyethylene (HDPE) pipe, meeting the requirements of ASTM F714, ASTM D1248, and ASTM D3350.
B. The pipe shall be manufactured from high density high molecular weight polyethylene resin and shall meet or exceed the requirements of ASTM D3350 for PE4710 material with a cell classification of 445474C, or better.
C. The minimum wall thickness of the HDPE shall meet the following:

1. 0-15 feet = SDR 17
2. >15 feet = SDR 15.5

D. The pipe shall have sufficient strength to withstand both service and installation loads.
E. The pipe and fitting manufacturer shall certify that samples of their production pipe have undergone stress regression testing, evaluation, and validation in accordance with ASTM D2837 and PPI TR-3. Under these procedures, the minimum hydrostatic design basis shall be certified by the pipe manufacturer to be 1600 psi at 73°F and 800 psi at 140°F.

MANHOLE ADAPTERS

A. Manhole adapters for pipes between 4 and 12 inches in diameter shall be Fernco Concrete Manhole Adapter or approved equal.

RE-ESTABLISHMENT OF SERVICE CONNECTIONS

A. Saddles:
   1. HDPE Pipe:
      a) Heat fusion saddles shall be made of polyethylene pipe that meets the minimum specified physical properties and is suitable for fusion welding.
      b) Fusion saddles shall be Branch Saddle as manufactured by Driscopipe, Miller, DuPont, or approved equal.
B. Compression Fit Connection:
   1. The connection shall be specifically designed for connection to the sewer main being installed.
   2. Service connection shall consist of a PVC hub, rubber sleeve and stainless-steel band. Rubber sleeve and gasket shall meet the requirements of ASTM F 477. Gaskets shall be installed by the manufacturer. The water-based solution provided by the manufacturer shall be used during assembly. Do not use pipe lube.
   3. Connection shall be Inserta Tee as manufactured by Inserta Fittings Co. or approved equal.
C. Non-Shear Flexible Coupling:
   1. Connections to existing service laterals shall be made using non-shear flexible couplings.
   2. All flexible couplings shall conform to ASTM Cl 173 and shall be as manufactured by Fernco Inc., MaxAdaptor or approved equal.

EXECUTION

INSTALLATION PROCEDURE

The Contractor shall submit, in detail, the procedure and the steps to be followed for the installation of the pipe bursting system selected, including location of insertion and launching pits, even if the process is named in the specification. All such instructions and procedures submitted shall be carefully followed during installation. Any proposed changes in installation procedures shall require submittal of revised procedures and acceptance by the City.

PIT LOCATIONS

Location and number of insertion or launching pits will be chosen by the Contractor and will typically be located near existing or proposed manholes, at logical breaks in the construction phasing, or at locations to comply with access or maintenance requirements.

EQUIPMENT

The Contractor shall utilize pipe bursting equipment with adequate pulling/pushing force to complete pulls in a timely manner. The Contractor shall provide equipment on the pulling mechanism to verify the pulling/pushing force exerted on the pipe does not exceed the manufacturer's recommendation for allowable pulling force to prevent damage to the pipe. Where the actual pulling force exceeds the allowable pulling force the Contractor shall take steps to reduce the pulling force necessary by either oversizing the cut or lubricating the outside pipe surface.

MINIMIZE NOISE IMPACTS

A. Means and methods should be employed and described in appropriate submittals to ensure that work of a high decibel volume is performed away from business and/or residential properties to the best extent possible. Such description shall include times and durations that are compatible with the neighborhood in which the work is being performed. No such work will be performed in the late afternoon, early evening or weekends unless described, submitted and approved in advance on projects that work outside of usual and customary hours has been previously approved.
B. Provide silencers or other approved devices to reduce machine noise, when it exceeds the City's noise ordinance.

PROTECTION

A. The Contractor shall provide protection for the general safety of workers, pedestrians and traveling public throughout this project. Existing surface improvements and underground facilities and utilities shall be the contractor's responsibility to protect and/or support. Damage caused by the Contractor shall be repaired at no expense to the City. Protection to be provided includes, but is not limited to:
    1. Barricades, warning lights and signs for excavations.
    2. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances shall the pipes be stressed beyond their elastic limit.
    3. Do not allow sand, debris, or runoff to enter sewer system.
    4. Verify location of all underground utilities and facilities potentially impacted by rehabilitation or other activities and take necessary precautions to provide protection from damage. Damage caused by Contractor shall be Contractor's responsibility and repaired at Contractor's own expense, and at no additional cost to the City.
    5. Protect the new pipe and components during all phases of work, including hauling, installation, entry into the launching pit, and prevention of scarring or gouging of the pipe or components.

TELEVISION INSPECTION

A. The Contractor shall video (CCTV) inspect the sewer pipe.
B. Preconstruction Television Inspection: Pipe shall be inspected immediately prior to pipe bursting to verify the existing pipe conditions are acceptable for pipe bursting and to locate and verify all active service line connections. If existing pipe conditions are not acceptable for pipe bursting, contact the City. If there is a sag in the existing line, see paragraph SAGS IN LINE below.
C. Post-Construction Television Inspection: Contractor shall inspect the pipe after pipe bursting to locate and verify that all active service line connections were re-established.

D. Preconstruction and Post-Construction Television Inspection documentation shall be submitted to the City for review and acceptance of the Work.

SEWAGE BYPASS

When required for acceptable completion of pipe bursting, the Contractor shall provide for continuous sewage flow around the section(s) of pipe designated for the installation of replacement pipe. The pump and bypass lines shall be of adequate size and capacity to handle the flow. A backup pumping system shall be available on-site if the primary system fails.

SAGS IN LINE

A. If the Pre-Installation CCTV reveals an unidentified sag in the existing sewer, the Contractor shall inform the City and request direction. The city may require the Contractor to eliminate the sag and install new pipe at a uniform grade prior to pipe bursting the remaining portion of the pipe segment. If the sag has been identified in the Contract Documents, the Contractor shall address the sag as directed in the Contract Documents prior to pipe bursting.
B. If post-installation video (CCTV) inspection reveals a sag in the new line where none existed prior to the Work being performed, the Contractor shall remove or repair the sag at no additional cost to the City.

SERVICE LATERALS AND CONNECTIONS

A. Existing service connections shall be located and exposed before initiating sewer main replacement operations. All service laterals attached to the existing sewer shall be completely disconnected and isolated from the existing sewer before the pipe bursting operations. Service laterals shall not be reconnected to the new sewer line until the new line is installed. Any services remaining offline for more than 12 hours, or any connections deemed necessary by the City to protect the customer, shall be bypass pumped until such time that they can be reconnected.
B. Reconnection of service laterals to the installed pipe shall be accomplished using an approved method.

PIPE JOINING

A. HDPE Pipe:
    1. The HDPE pipe shall be assembled and joined at the site using the butt-fusion method conforming to ASTM D2657 to provide a leak proof joint. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of HDPE pipe and/or fusing equipment.
    2. The butt-fused joint shall be in true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint shall be allowed adequate cooling time before removal of pressure. The fused joint shall be watertight and shall have tensile strength equal to or greater than that of the pipe.
    3. All internal beads shall be removed after the cooling time using a suitable bead removal tool. Use of the bead removal tool shall not induce any slits, gouges or defects in the pipe wall. The beads shall be bent back at several positions. No evidence of the bead splitting shall be seen. If the bead is seen to split at any point, then the joint shall be cut from the pipeline and remade. If a similar defect recurs, all further production jointing shall cease

until the equipment has been thoroughly cleaned and examined. New trial joints shall be made and shown to be satisfactory.

4. All defective joints shall be cut out and replaced at no additional cost to the City. All joints shall be subject to acceptance by the City and/or his representative prior to insertion. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and joint fused in accordance with the procedures stated above. In addition, any section of the pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the City and/or his representative shall be discarded and not used.
5. The wall color of the interior pipe surfaces shall be light green or other color approved by the City so that a clear detail examination with CCTV inspection equipment may be made. Product data indicating the interior color to be used shall be submitted for review and approval.

HDPE PIPE RELAXATION AND COOLING

The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of any service lines, sealing of the annulus or backfilling of the insertion pit. Four (4) inches to eight (8) inches of excess length of new pipe shall be allowed to protrude into the manhole.

MANHOLE SEALING

A. Existing Manholes:
   1. A manhole adapter shall be placed circumferentially on the replacement pipe and encased with a non-shrink grout to prevent infiltration into the manhole.
   2. The manhole adapter shall be installed in accordance with manufacturer's recommendations.
   3. Non-shrink grout shall be installed in accordance with Section 03370 - Sewer Manhole Construction.
B. New Manholes:
   1. Where new manholes are installed in conjunction with pipe bursting, the manhole shall be sealed in accordance with Section 03370 - Sanitary Sewer Manhole Construction.

FIELD QUALITY CONTROL

A. Prior to service line reinstatement, all pipelines shall be tested in accordance with City Standards.
B. If air testing is not possible, the Contractor shall notify the City for further direction.

PROTECTION OF WORK AND PROPERTY

A. The Contractor shall always safely guard the Owner's property from injury or loss in connection with this contract.
B. The Contractor will bear all costs if any damage occurs due to poor weather, etc., while excavation is open.
C. The Contractor will construct the project without any damage to adjacent property, sidewalks, street,

vegetation, etc., unless specifically called out on the drawings to be removed and/or removed and replaced. If damage does occur, Contractor will bear all costs of repair and restoration to its original state.

PUBLIC RELATIONS

The Contractor shall cooperate with the City's Authorized Representative in maintaining a high degree of sensitivity to the needs of property and residence owners along the routes at the various project sites. The use of door hangers and/or personal visits to each affected residence informing them of the Work at least two days prior to beginning the Work is required. The Contractor shall prepare a brief and concise Fact Sheet of the proposed closures for submittal to the City's Office of Public Affairs (505-955-6045) of the planned construction activities one week in advance of the construction activity. This shall also include information for a Fact Sheet regarding public health concerns and the construction process. The Contractor may be required to contact public/private agencies at the direction of the City's Office of Public Affairs. The Contractor shall provide the City's Authorized Representative with a copy of each Fact Sheet that is sent to the City's Office of Public Affairs. The preparation and delivery of the door hangers, visits, and Fact Sheet will not be a separate pay item but shall be considered incidental to the work in executing the construction contract.

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as described in Exhibit "A" attached and incorporated herein. such compensation not to exceed three million twenty-seven thousand one hundred and seventy-eight dollars ($3,027,178.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid (OR BID ALTERNATE A)	$ 3,027,178
Gross Receipts Tax (8.1875%)	$ 247,850.20
Base Bid (OR BID ALTERNATE A) including NMGRT	$ 3,275,028.20

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed three million two hundred seventy-five thousand twenty-eight dollars and twenty cents, ($3,275,028.20) including NM gross receipts tax. 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 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. 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. 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: P. Fred Heerbrandt, P.E.
73 Paseo Real
Santa Fe, NM 87507
pfheerbrandt@santafenm.gov

To the Contractor: Brent Costlow
44 Coyote Mountain Road
Santa Fe, NM 87505
Brent@ske1.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:

Alan Webber (Nov 21, 2024 21:23 MST)

ALAN WEBBER, MAYOR

DATE: Nov 21, 2024

CONTRACTOR:
SKE Contractors, LLC

Karl Eberhart

Karl Eberhart (Oct 15, 2024 15:20 CDT)

KARL EBERHADT, PRESIDENT

DATE: Oct 15, 2024

City of SF Business License #: 238295

ATTEST:

Adnrea Salazar

Adnrea Salazar (Nov 22, 2024 08:27 MST)

ANDREA SALAZAR, CITY CLERK

GB MTG 11/13/2024

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 15, 2024 14:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Calle Mejia Sewer Pipe Bursting Project
Proposal for Sanitary Sewer Pipe-bursting Project
SKE Project Number: NM001-2024
8/28/2024

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	EA	Mobilization - CCTV (Pre/Post TV)	2	$ 8,500.00	$ 17,000.00
2	EA	Mobilization - Pipe Bursting	1	$ 51,000.00	$ 51,000.00
3	EA	Mobilization - CIPP/MH Rehab	1	$ 100,000.00	$ 100,000.00
4	WK	Traffic Control	14	$ 7,400.00	$ 103,600.00
5	LS	Bonds and Insurance	1	$ 130,000.00	$ 130,000.00
6	LF	Pre-TV and Clean Existing 10" Line	3735	$ 7.50	$ 28,012.50
7	LF	Post TV 12" Rehabilitated Lines	3735	$ 5.00	$ 18,675.00
8	HR	Extra cleaning for obstruction removal (4hr min)	12	$ 675.00	$ 8,100.00
9	LF	Pipe burst existingg 10" sanitary sewer to 12.75" OD SDR 17 HDPE, up to 12 ft deep	3735	$ 290.00	$ 1,083,150.00
10	EA	San Swr Lateral reconnection of 4" to 6" PVC (SDR35) to main using PVC saddle, includes up to 5 LF of lateral, 0-10 ft deep	6	$ 3,000.00	$ 18,000.00
11	LF	Extra length San Swr lateral 4" to 6" (SDR 35 or SCH 40, 0-10 ft deep	150	$ 115.00	$ 17,250.00
12	EA	San Swr cleanouts for laterals (SDR 35 or SCH 40, no box	6	$ 700.00	$ 4,200.00
13	EA	Obstruction removal, 0-10 ft deep	12	$ 1,300.00	$ 15,600.00
14	EA	Obstruction removal, up to 15 ft deep	2	$ 3,200.00	$ 6,400.00
15	LS	Trench safety	1	$ 33,750.00	$ 33,750.00
16	WK	Bypass pumping with flow control	12	$ 10,800.00	$ 129,600.00
17	CY	Flowable fill (If required)	10	$ 500.00	$ 5,000.00
18	TON	Select fill (If required)	40	$ 140.00	$ 5,600.00
19	LF	10" UV Cured CIPP (4.375 MM	1729	$ 220.00	$ 380,380.00
20	EA	CIPP Bypass setup	7	$ 14,500.00	$ 101,500.00
21	EA	Internal service reinstatement	25	$ 1,900.00	$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	$ 40.00	$ 69,160.00
23	LF	Post TV liner inspection	1729	$ 9.50	$ 16,425.50
24	EA	Bench and Invert of all manholes	22	$ 3,900.00	$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	$ 60.00	$ 175,620.00
26	SF	Manhole Spraywall epoxy liner (300 MILS)	2927	$ 65.00	$ 190,255.00
27	GAL	Chemical grout as nneded	50	$ 800.00	$ 40,000.00
28	EA	Point repair, up to 10ft deep	2	$ 5,500.00	$ 11,000.00
29	EA	Pont repair, up to 15ft deep	2	$ 8,000.00	$ 16,000.00
30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
32	SY	Replace City Street pavement with temporary cold patch	50	$ 95.00	$ 4,750.00
		TOTAL BASE BID			**$ 2,933,528.00**

EXHIBIT A

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY				
EX1	CY	Rock excavation	20	$	295.00	$	5,900.00
EX2	CY	Spoil haul-off	20	$	2,500.00	$	50,000.00
EX3	SF	Site restoration, if needed (landscape vegitation)	50	$	135.00	$	6,750.00
EX4	LF	Waterline relocation, 2" to 10" PVC	100	$	84.00	$	8,400.00
EX5	LS	Archeological required Mob/Demob	1	$	1,400.00	$	1,400.00
EX5	HR	Archeological required delay	12	$	350.00	$	4,200.00
EX6	CY	Exploratory excavation	200	$	85.00	$	17,000.00
		TOTAL EXTRA ITEMS BID				**$**	**93,650.00**

TOTAL BASE BID + EXTRA ITEMS	**$ 3,027,178.00**

City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

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: SKE Contractors, LLC.

Address of Contractor: 44 Coyote Mountain Road, Santa Fe, NM 87505

Amount of prospective contract: $3,027,178

Term of prospective contract: 24 Months, Proposed Contract Attached

Location of Services: Within Call Mejia and adjacent, and adjacent to St Francis Road to its intersection with Paseo de Peralta

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Provide pipe bursting/crushing of a sanitary sewer line named as the Calle Mejia Project (Sewer line restoration from Calle Mejia to the intersection of Paso De Peralta), (The "Project"). The Project consists of replacing approximately19,500 feet of ten-inch clay sewer line with a 12-inch High Density Polyethylene (HDPE) pipe, including, Closed Circuit Television Video (CTTV) inspection, washing of the existing sanitary sewer line, and insert a new 12-inch HDPE pipe utilizing pipe bursting method following insertion procedure specification ASTM F 585.

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.**

Within FY23, Wastewater attempted a closed-circuit television review of the Sanitary Sewer line located on Calle Mejia. While attempting to televise the existing sewer, the line collapsed on the rover. A point repair was completed within the section of the collapsed line, but when trying to repair the pipe, it continued to collapse, due to the poor condition of the clay pipe, and an expanded section was replaced. This section of Sanitary Sewer line is old and could collapse at any time blocking the sewage flow which represents a public health risk to users within the area, including sewage backing up into their houses and businesses and spilling into the road.

On 7/10/2024 I was informed of the concern, and I immediately contacted the Chief Procurement Officer and informed him of the situation and mentioned emergency procurement, I also investigated the Texas Buy Board, a Cooperative Purchasing agreement which we believed we could utilize. After additional investigation the Buy Board could not be used because New Mexico was not included within the bid Process. It is imperative that we move forward with the repairs as this Sewer Line could fail at any time creating blockage and back-ups. This would be costly for the city, with possible repairs to residents and business locations.

Public Utilities is also working to formulate a contract based on the requirements of this project, and possible liability which may arise.

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 Wastewater Management Division is addressing this situation with an Emergency Determination since based on past experience, this sewer main is at risk of imminent failure due to observed structural issues with the clay pipe. Only this previously identified length of sewer main is being addressed under this Determination.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

Sanitary Sewer rehabilitation projects are conducted periodically to address older sewer lines within the city using other procurement methods, but the timeline to acquire these services for Calle Mejia presented unacceptable risks

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda — **Date** Oct 24, 2024

City Approval by:

Department Director, John Dupuis — **Date** Oct 24, 2024

City Attorney, Erin McSherry — **Date** Oct 23, 2024

John Blair, City Manager — **Date** Oct 25, 2024

Finance Director, Emily Oster — **Date** Oct 24, 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

Calle Mejia Sewer Pipe Bursting Project
Proposal for Sanitary Sewer Pipe-bursting Project
SKE Project Number: NM001-2024
8/28/2024

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	EA	Mobilization - CCTV (Pre/Post TV)	2	$ 8,500.00	$ 17,000.00
2	EA	Mobilization - Pipe Bursting	1	$ 51,000.00	$ 51,000.00
3	EA	Mobilization - CIPP/MH Rehab	1	$ 100,000.00	$ 100,000.00
4	WK	Traffic Control	14	$ 7,400.00	$ 103,600.00
5	LS	Bonds and Insurance	1	$ 130,000.00	$ 130,000.00
6	LF	Pre-TV and Clean Existing 10" Line	3735	$ 7.50	$ 28,012.50
7	LF	Post TV 12" Rehabilitated Lines	3735	$ 5.00	$ 18,675.00
8	HR	Extra cleaning for obstruction removal (4hr min)	12	$ 675.00	$ 8,100.00
9	LF	Pipe burst existingg 10" sanitary sewer to 12.75" OD SDR 17 HDPE, up to 12 ft deep	3735	$ 290.00	$ 1,083,150.00
10	EA	San Swr Lateral reconnection of 4" to 6" PVC (SDR35) to main using PVC saddle, includes up to 5 LF of lateral, 0-10 ft deep	6	$ 3,000.00	$ 18,000.00
11	LF	Extra length San Swr lateral 4" to 6" (SDR 35 or SCH 40, 0-10 ft deep	150	$ 115.00	$ 17,250.00
12	EA	San Swr cleanouts for laterals (SDR 35 or SCH 40, no box	6	$ 700.00	$ 4,200.00
13	EA	Obstruction removal, 0-10 ft deep	12	$ 1,300.00	$ 15,600.00
14	EA	Obstruction removal, up to 15 ft deep	2	$ 3,200.00	$ 6,400.00
15	LS	Trench safety	1	$ 33,750.00	$ 33,750.00
16	WK	Bypass pumping with flow control	12	$ 10,800.00	$ 129,600.00
17	CY	Flowable fill (If required)	10	$ 500.00	$ 5,000.00
18	TON	Select fill (If required)	40	$ 140.00	$ 5,600.00
19	LF	10" UV Cured CIPP (4.375 MM	1729	$ 220.00	$ 380,380.00
20	EA	CIPP Bypass setup	7	$ 14,500.00	$ 101,500.00
21	EA	Internal service reinstatement	25	$ 1,900.00	$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	$ 40.00	$ 69,160.00
23	LF	Post TV liner inspection	1729	$ 9.50	$ 16,425.50
24	EA	Bench and Invert of all manholes	22	$ 3,900.00	$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	$ 60.00	$ 175,620.00
26	SF	Manhole Spraywall epoxy liner (300 MILS)	2927	$ 65.00	$ 190,255.00
27	GAL	Chemical grout as nneded	50	$ 800.00	$ 40,000.00
28	EA	Point repair, up to 10ft deep	2	$ 5,500.00	$ 11,000.00
29	EA	Pont repair, up to 15ft deep	2	$ 8,000.00	$ 16,000.00
30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
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		TOTAL BASE BID			**$ 2,933,528.00**

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EX4	LF	Waterline relocation, 2" to 10" PVC	100	$	84.00	$	8,400.00
EX5	LS	Archeological required Mob/Demob	1	$	1,400.00	$	1,400.00
EX5	HR	Archeological required delay	12	$	350.00	$	4,200.00
EX6	CY	Exploratory excavation	200	$	85.00	$	17,000.00
		TOTAL EXTRA ITEMS BID				**$**	**93,650.00**

TOTAL BASE BID + EXTRA ITEMS	**$ 3,027,178.00**

CITY OF SANTA FE

Date: October 18, 2024

To: Mayor Alan Webber and Governing Body
Finance and Public Works, and Utilities Committees

Via: John Dupuis, Public Utilities Director JD

From: P. Fred Heerbrandt, P.E., Engineer Supervisor FH

Subject: Calle Mejia Sanitary Sewer Rehabilitation Project

Vendor Name: SKE Contractors, LLC

Vendor Number: 10552

ITEM AND ISSUE:
The Public Utilities Department respectfully requests your review and approval of an Emergency Determination for the rehabilitation of 19,500 feet of vitrified clay sewer pipe using a pipe bursting construction method. Request for the Approval of a construction contract in the total amount of $ 3,275,028.20, including NMGRT for construction services for a two-year period from the date of approval

Action Requested: Approval of a construction contract and a BAR in the amount of $3,275,029 from the WWMD Enterprise Fund

BACKGROUND AND SUMMARY:
The sanitary sewer line to be replaced is in Calle Mejia and proximate to the roadway and St. Frances Drive. The Project consists of installing approximately19,500 feet of twelve-inch diameter High Density Polyethylene (HDPE) pipe along the grade line of the existing ten-inch clay sewer pipe. The operation shall be conducted with a hydraulic or pneumatic pulling or pushing apparatus and a pipe expander or pipe reaming device.

PROCUREMENT METHOD:
This project is being procured by an Emergency Determination due to the poor condition of the existing pipe and high probability of a future collapse or structural failure, which could impact the sewer facilities and/or the roadway.

Chief Procurement Officer Approval: _____ **Date:** Oct 29, 2024
Comment/Exceptions: _____
Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3250255

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

The funding source is:
Fund Name/Number: WWMD Enterprise Fund/Fund 500
Munis Org Name/Number: Wastewater-Capital Projects 5000375
Munis Object Name/Number: WIP Construction 572970

Budget Officer Approval: Andy Hopkins **Date:** Oct 29, 2024
Comment/Exceptions: _____

Grant ☐Yes | ☒ No

Grant #: _____

Grant Manager/Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project ☐Yes | ☒ No

Project Ledger #: _____

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: The existing 10" VCP sewer pipe will be replaced with a 12" HDPE sewer pipe.

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Anticipated length of project: Contract is for two years from date of approval.

Asset Manager Approval: Lisa Storey (Oct 29, 2024 16:30 MDT) **Date:** Oct 29, 2024
Comment/Exceptions: Project will be tracked in CIP until completed

Was this service deemed construction: ☒ Yes | ☐ No
~If yes, does this expenditure exceed $25,000? ☒ Yes | ☐ No
~If yes, did you obtain the appropriate bond? ☒ Yes | ☐ No
~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

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: P. Fred Heerbrandt, P.E., pfheerbrandt@santafenm.gov

ATTACHMENTS:

Vendor's Quote
Memo
Santa Fe Business License
Certificate of Liability Insurance
Construction Services Contract
Emergency Determination

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	9/17/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		3,275,029	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,275,029	$ -

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

Budget Increase from Fund 500 Cash Balances: Waste Water Enterprise Fund for SKE CONTRATORS LLC

See attached memo for additonal information.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	
TOTAL:	$ (3,275,029)

Lawrence Garcia — 9/25/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Oct 22, 2024 09:31 MDT) — Oct 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 — Oct 29, 2024
Budget Officer — Date

Emily K. Osler — Oct 29, 2024
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2024

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 Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	**CONTACT NAME:** Sarah Sowinski **PHONE (A/C, No, Ext):** 281-990-6051 **FAX (A/C, No):** 281-990-6052 **E-MAIL ADDRESS:** ssowinski@Higginbotham.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** State Automobile Mutual Insurance Company / 25135
INSURED SKECO SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 535747730 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			10072588CP	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			10072635CA	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine			10072588CP	5/1/2024	5/1/2025	Scheduled Equip. Rented/Leased Equip. Deductible	On File $250,000 $1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

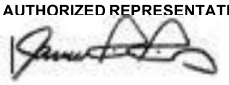
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SKE Contractors, LLC

Business Location: 44 Coyote Mountain Rd RD
Santa Fe, NM 87505

CRS Number: 03-659053-00-3

Owner:

License Number: 238295

License Type: Business License - Renewable

Issued Date: September 18, 2024

Classification: Out of Jurisdiction Contractor - Genera

Expiration Date: September 18, 2025

Fees Paid: $10.00

SKE Contractors, LLC

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Calle Mejia ED Packet

Final Audit Report 2024-10-01

Created:	2024-09-27
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FLzxfgXREVt33wG49eVIwuxWqbDpz-4

"Calle Mejia ED Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-09-27 - 5:40:46 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-09-27 - 5:57:47 PM GMT

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2024-09-27 - 8:52:11 PM GMT- IP address: 63.232.20.2

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Signature Date: 2024-09-27 - 9:02:59 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-27 - 9:03:01 PM GMT

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2024-09-27 - 11:12:54 PM GMT

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2024-09-28 - 0:00:00 AM GMT- IP address: 104.47.65.254

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Signature Date: 2024-09-28 - 0:01:37 AM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-28 - 0:01:39 AM GMT

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2024-10-01 - 7:01:49 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2024-10-01 - 7:06:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-10-01 - 7:06:28 PM GMT

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Adobe
Acrobat Sign

Signature: P. Fred Heerbrandt, P.E.

Email: pfheerbrandt@ci.santa-fe.nm.us

24-0656 SKE Contractors, LLC

Final Audit Report 2024-11-22

Created:	2024-11-19
By:	GERALYN CARDENAS (gfcardenas@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtCM5AVTcnJJTtjQgCK5yW-SwgrfnXv5G

"24-0656 SKE Contractors, LLC" History

Document created by GERALYN CARDENAS (gfcardenas@santafenm.gov)
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2024-11-19 - 9:22:30 PM GMT

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Signature Date: 2024-11-22 - 4:23:59 AM GMT - Time Source: server- IP address: 98.249.77.146

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2024-11-22 - 4:24:02 AM GMT

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2024-11-22 - 3:27:08 PM GMT- IP address: 104.47.64.254

Signer axsalazar@santafenm.gov entered name at signing as Adnrea Salazar
2024-11-22 - 3:27:47 PM GMT- IP address: 63.232.20.2

Document e-signed by Adnrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2024-11-22 - 3:27:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-22 - 3:27:49 PM GMT

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	5/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Wastewater capital projects/WIP Construction	5000375	572970		$ 113,916	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 113,916	$ -

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

To increase account 572970 for SKE. Plese see memo for detail and please add **SKE3250255** for posting of BAR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(113,916)
TOTAL:	**(113,916)**

Linda MacAllister	10/1/2025	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	Chris Parker for AJH (Oct 31, 2025 14:38:17 MDT)	10/31/2025
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**	Budget Officer	Date
Division Director Signature *{optional}*	Date	*City Council Approval Date*	Finance Director *{≤ $5,000}*	Date
Jesse Roach (Oct 8, 2025 09:00:18 MDT)		*Agenda Item #:*		
Department Director Signature	Date		City Manager *{≤ $60,000}*	Date

Exhibit B

SKE Contractors, LLC
New Mexico Division
950 W. Cordova, Unit 415
Santa Fe, 87505

CHANGE ORDER PROPOSAL

Calle Mejia Sanitary Sewer Pipebursting Project

Date of Issuance:	9/29/2025	**CO Proposal No.:**	**1 revised**
Contractor:	SKE Contractors, LLC		
Designer:	N/A	**P.O. No.:**	**22601461**

Explanation:

This change order proposal encompasses the follov

Option 1 - Remove 330 feet of 10" VCP that is encased in conrete and replace with 12" Ductile iron with restrained joints encased in 30" of concrete through arroyo. CIP, all taxes and overhead included.

Description of Work		**Cost**	**Time**
1. Remove existing and replace with 12" Ductile iron, CIP (LS)	$	105,294.42	21 Days
2. GRT tax	$	8,620.98	Days
3.	$	-	Days
4.	$	-	Days
5.	$	-	Days

Please attach back-up documentation

Cost & Time Change Summary		**Cost**	**Time**
Original Contract:	$	3,275,028.20	365 Days
Previous Change Order(s):	$	-	Days
Contract prior to this change order:	$	3,275,028.20	365 Days
Net increase (decrease) from this change order	$	113,915.40	Days
Revised Contract:	**$**	**3,388,943.60**	**365** Days
Percent increase (decrease) this Change Order	3.5%		
Percent increase (decrease) all Change Orders	3.5%		

Contractor:

Name: Date:

2/27/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	**CONTACT NAME:** Sarah Sowinski **PHONE (A/C, No, Ext):** 281-990-6051 **FAX (A/C, No):** 281-990-6052 **E-MAIL ADDRESS:** ssowinski@Higginbotham.com
INSURED SKECO SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Charter Oak Fire Insurance — 25615 **INSURER B :** The Travelers Indemnity Co of America — 25666 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 300813630 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			CO-B0617015	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA-B061821A	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine Ded. $2,500			CO-B0617015	5/1/2025	5/1/2026	Scheduled Equip. Rented/Leased Equip. Install Floater/Ded.	On File $250,000 $250,000/$1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

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: SKE Contractors, LLC.

Address of Contractor: 44 Coyote Mountain Road, Santa Fe, NM 87505

Amount of prospective contract: $3,027,178

Term of prospective contract: 12 Months, Proposed Contract Attached

Location of Services: Within Call Mejia and adjacent, and adjacent to St Francis Road to its intersection with Paseo de Peralta

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Provide pipe bursting/crushing of a sanitary sewer line named as the Calle Mejia Project (Sewer line restoration from Calle Mejia to the intersection of Paso De Peralta), (The "Project"). The Project consists of replacing approximately19,500 feet of ten-inch clay sewer line with a 12-inch High Density Polyethylene (HDPE) pipe, including, Closed Circuit Television Video (CTTV) inspection, washing of the existing sanitary sewer line, and insert a new 12-inch HDPE pipe utilizing pipe bursting method following insertion procedure specification ASTM F 585.

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.**

Within FY23, Wastewater attempted a closed-circuit television review of the Sanitary Sewer line located on Calle Mejia. While attempting to televise the existing sewer, the line collapsed on the rover. A point repair was completed within the section of the collapsed line, but when trying to repair the pipe, it continued to collapse, due to the poor condition of the clay pipe, and an expanded section was replaced. This section of Sanitary Sewer line is old and could collapse at any time blocking the sewage flow which represents a public health risk to users within the area, including sewage backing up into their houses and businesses and spilling into the road.

On 7/10/2024 I was informed of the concern, and I immediately contacted the Chief Procurement Officer and informed him of the situation and mentioned emergency procurement, I also investigated the Texas Buy Board, a Cooperative Purchasing agreement which we believed we could utilize. After additional investigation the Buy Board could not be used because New Mexico was not included within the bid Process. It is imperative that we move forward with the repairs as this Sewer Line could fail at any time creating blockage and back-ups. This would be costly for the city, with possible repairs to residents and business locations.

Public Utilities is also working to formulate a contract based on the requirements of this project, and possible liability which may arise.

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 Wastewater Management Division is addressing this situation with an Emergency Determination since based on past experience, this sewer main is at risk of imminent failure due to observed structural issues with the clay pipe. Only this previously identified length of sewer main is being addressed under this Determination.

VI. **Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.**

Sanitary Sewer rehabilitation projects are conducted periodically to address older sewer lines within the city using other procurement methods, but the timeline to acquire these services for Calle Mejia presented unacceptable risks

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda — **Date** Sep 27, 2024

City Approval by:

John Dupuis (Sep 27, 2024 17:12 MDT)

Department Director, John Dupuis — **Date** Sep 27, 2024

City Attorney, Erin McSherry — **Date** Sep 27, 2024

John Blair
John Blair (Oct 1, 2024 14:19 MDT)

City Manager, John Blair — **Date** Oct 1, 2024

Emily K. Oster

Finance Director, Emily Oster — **Date** Oct 1, 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

Calle Mejia Sewer Pipe Bursting Project
Proposal for Sanitary Sewer Pipe-bursting Project
SKE Project Number: NM001-2024
8/28/2024

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	EA	Mobilization - CCTV (Pre/Post TV)	2	$ 8,500.00	$ 17,000.00
2	EA	Mobilization - Pipe Bursting	1	$ 51,000.00	$ 51,000.00
3	EA	Mobilization - CIPP/MH Rehab	1	$ 100,000.00	$ 100,000.00
4	WK	Traffic Control	14	$ 7,400.00	$ 103,600.00
5	LS	Bonds and Insurance	1	$ 130,000.00	$ 130,000.00
6	LF	Pre-TV and Clean Existing 10" Line	3735	$ 7.50	$ 28,012.50
7	LF	Post TV 12" Rehabilitated Lines	3735	$ 5.00	$ 18,675.00
8	HR	Extra cleaning for obstruction removal (4hr min)	12	$ 675.00	$ 8,100.00
9	LF	Pipe burst existingg 10" sanitary sewer to 12.75" OD SDR 17 HDPE, up to 12 ft deep	3735	$ 290.00	$ 1,083,150.00
10	EA	San Swr Lateral reconnection of 4" to 6" PVC (SDR35) to main using PVC saddle, includes up to 5 LF of lateral, 0-10 ft deep	6	$ 3,000.00	$ 18,000.00
11	LF	Extra length San Swr lateral 4" to 6" (SDR 35 or SCH 40, 0-10 ft deep	150	$ 115.00	$ 17,250.00
12	EA	San Swr cleanouts for laterals (SDR 35 or SCH 40, no box	6	$ 700.00	$ 4,200.00
13	EA	Obstruction removal, 0-10 ft deep	12	$ 1,300.00	$ 15,600.00
14	EA	Obstruction removal, up to 15 ft deep	2	$ 3,200.00	$ 6,400.00
15	LS	Trench safety	1	$ 33,750.00	$ 33,750.00
16	WK	Bypass pumping with flow control	12	$ 10,800.00	$ 129,600.00
17	CY	Flowable fill (If required)	10	$ 500.00	$ 5,000.00
18	TON	Select fill (If required)	40	$ 140.00	$ 5,600.00
19	LF	10" UV Cured CIPP (4.375 MM	1729	$ 220.00	$ 380,380.00
20	EA	CIPP Bypass setup	7	$ 14,500.00	$ 101,500.00
21	EA	Internal service reinstatement	25	$ 1,900.00	$ 47,500.00
22	LF	CIPP clean and TV for liner prep	1729	$ 40.00	$ 69,160.00
23	LF	Post TV liner inspection	1729	$ 9.50	$ 16,425.50
24	EA	Bench and Invert of all manholes	22	$ 3,900.00	$ 85,800.00
25	SF	1" Cementitious grout all manholes	2927	$ 60.00	$ 175,620.00
26	SF	Manhole Spraywall epoxy liner (300 MILS)	2927	$ 65.00	$ 190,255.00
27	GAL	Chemical grout as nneded	50	$ 800.00	$ 40,000.00
28	EA	Point repair, up to 10ft deep	2	$ 5,500.00	$ 11,000.00
29	EA	Pont repair, up to 15ft deep	2	$ 8,000.00	$ 16,000.00
30	SY	City Street replacement, with laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
31	SY	City Street replacement, w/o laydown machine, Virgin asphalt	100	$ 101.00	$ 10,100.00
32	SY	Replace City Street pavement with temporary cold patch	50	$ 95.00	$ 4,750.00
		TOTAL BASE BID			**$ 2,933,528.00**

ITEM #	UNIT	DESCRIPTION	EST. QUANTITY				
EX1	CY	Rock excavation	20	$	295.00	$	5,900.00
EX2	CY	Spoil haul-off	20	$	2,500.00	$	50,000.00
EX3	SF	Site restoration, if needed (landscape vegitation)	50	$	135.00	$	6,750.00
EX4	LF	Waterline relocation, 2" to 10" PVC	100	$	84.00	$	8,400.00
EX5	LS	Archeological required Mob/Demob	1	$	1,400.00	$	1,400.00
EX5	HR	Archeological required delay	12	$	350.00	$	4,200.00
EX6	CY	Exploratory excavation	200	$	85.00	$	17,000.00
		TOTAL EXTRA ITEMS BID				**$**	**93,650.00**

TOTAL BASE BID + EXTRA ITEMS	**$ 3,027,178.00**

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	9/17/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		3,278,813	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,278,813	$ -

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

Budget Increase from Fund 500 Cash Balances: Waste Water Enterprise Fund

See attached memo for additonal information.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	
TOTAL:	$ 3,278,813

Lawrence Garcia — 9/25/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2024

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.

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PRODUCER Higginbotham Insurance Agency, Inc. 1400 FM 528, Suite F Webster TX 77598	**CONTACT NAME:** Sarah Sowinski **PHONE (A/C, No, Ext):** 281-990-6051 **FAX (A/C, No):** 281-990-6052 **E-MAIL ADDRESS:** ssowinski@Higginbotham.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** State Automobile Mutual Insurance Company / 25135
INSURED SKECO SKE Contractors, LLC P.O. Box 1111 Cypress TX 77410	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 535747730 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			10072588CP	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			10072635CA	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Inland Marine			10072588CP	5/1/2024	5/1/2025	Scheduled Equip. Rented/Leased Equip. Deductible	On File $250,000 $1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SKE Contractors, LLC

Business Location: 44 Coyote Mountain Rd RD
Santa Fe, NM 87505

CRS Number: 03-659053-00-3

Owner:

License Number: 238295

License Type: Business License - Renewable

Issued Date: September 18, 2024

Classification: Out of Jurisdiction Contractor - Genera

Expiration Date: September 18, 2025

Fees Paid: $10.00

SKE Contractors, LLC

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Calle Mejia ED Packet

Final Audit Report 2024-10-01

Created:	2024-09-27
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4FLzxfgXREVt33wG49eVIwuxWqbDpz-4

"Calle Mejia ED Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-09-27 - 5:40:46 PM GMT- IP address: 63.232.20.2

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2024-09-27 - 5:57:47 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-27 - 8:52:11 PM GMT- IP address: 63.232.20.2

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Signature Date: 2024-09-27 - 9:02:59 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-27 - 9:03:01 PM GMT

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2024-09-28 - 0:00:00 AM GMT- IP address: 104.47.65.254

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Signature Date: 2024-09-28 - 0:01:37 AM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-28 - 0:01:39 AM GMT

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2024-10-01 - 7:01:49 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2024-10-01 - 7:06:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-10-01 - 7:06:28 PM GMT

Emergency Calle Mejia ED Packet

Final Audit Report 2024-10-01

Created:	2024-10-01
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVIjfIluZYbCgs2FczOyIhICRnoqQJlNn

"Emergency Calle Mejia ED Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-10-01 - 7:54:37 PM GMT- IP address: 63.232.20.2

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2024-10-01 - 8:00:06 PM GMT

Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-10-01 - 8:18:37 PM GMT- IP address: 8.53.128.99

Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-10-01 - 8:19:26 PM GMT- IP address: 8.53.128.99

Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-10-01 - 8:19:28 PM GMT - Time Source: server- IP address: 8.53.128.99

Agreement completed.
2024-10-01 - 8:19:28 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: November 17, 2025

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

From: Efren Morales, Operations Superintendent EFREN MORALES (Nov 17, 2025 09:05:26 PST)

Via: Michael Dozier, Wastewater Management Division Director

Via: Jesse Roach, Interim Public Utilities Department Director Jesse Roach (Nov 17, 2025 13:15:26 MST)

Subject: CO-OP AGREEMENT-Procure Sanitary Sewer Evaluation Services

Vendor Name: Duke's Root Control, INC.

Munis Vendor Number: 7879

ITEM AND ISSUE:

Wastewater Management Division respectfully requests your review and approval of the Co-op Agreement for the sanitary sewer evaluation services to inspect, provide light to heavy cleaning and to provide a condition assessment report for a portion of the City of Santa Fe's manholes and sewer lines in the amount of $1,463,040.28 including tax with Duke's Root Control, INC for a total of 4 years.

The Wastewater Management Division respectfully requests your approval of a Budget Adjustment Resolution (BAR) in the amount of $1,463,041 from cash to Repair and Maintenance Build/Structure.

CONTRACT NUMBER: 3260220 CO-OP - #12574-SC06-24 - EXP Date 12/28/2025

BACKGROUND AND SUMMARY:

The City of Santa Fe's manholes and sewer lines are exposed to corrosive gasses and fumes that naturally occur when organic solids that are disposed of into the sewer lines begin to decompose and ferment. These gasses are very corrosive and begin to deteriorate any material that is within the sewer lines including the sewer lines and manholes themselves. This inspection and cleaning service, which may take roughly 6 to 7 months, would provide the City's Wastewater Management with an in-depth review and scoring of a portion of the City's sewer lines and manholes and provide light to heavy cleaning of the lines that are in desperate need. The scoring of the sewer lines and manholes will be an invaluable tool that Wastewater Management can utilize to proactively provide maintenance to sewer lines that may be damaged or eroding and can prevent future hazardous spills from sewer lines that may collapse without the proper maintenance and care.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Management 500

Munis Org Name/Number: WW - Treatment Collections 5000362

Munis Object Name/Number: Repair and Maintenance Building/Struct 520100

Budget Officer / Designee: Andy Hopkins **Date:** 11/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop Agreement #12574-SC06-244 EXP December 28, 2025

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 11/21/2025

CPO Comment/Exceptions: Houston-Galveston Area Council processed an RFP and awarded a contract to Dukes

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: n/a

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

Comment/Exceptions: _____

ATTACHMENTS:

Co-op agreement
Quote
COI
Price sheet
Bar

4Item #: _____
Munis Contract #: _3260220
Coop #: ___12574-SC06-24

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

SERVICES

Sanitary Sewer Evaluation Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Duke's Root Control 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.

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. **Scope of Work**

The Contractor shall perform the following work:

A. Acoustic Pipeline Inspection ("SL RAT") - Scope of Services
Process

i. Complete field survey by installing transmitter and receiver between each pipeline segment in the test area. Any lines greater than 12" will automatically be excluded due to the maximum pipe size eligible for collection with the SL Rat unit.
ii. Collect score of pipe segment and record it into our database.
iii. Upload data to server and audit for errors. Any errors are recorded and communicated to field staff to retest the line segment.
iv. Provide .CSV and .SHP export data files for pipeline segments.
v. Upon project completion, provide executive summary report identifying all pipes and their corresponding scores. Duke's will provide access to Insight 360, Duke's web hosted data platform. A

username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available.

B. Manhole Inspections - Level 2 MACP Scope of Services

Process

i. Making every reasonable effort to access each manhole, complete field televising using a digital manhole camera system. Upon occasion, access with the camera system will not be possible due to terrain, resident access issues or location. At those times, crews will use a digital manhole pole camera to obtain video files. Verify all field measurements with survey stick, pipe diameter verification tool and tape measure.

ii. Duke's to provide all equipment and personnel as required to complete inspections, including at least (1) National Association of Sewer Service Companies NASSCO certified inspector onsite during inspections per camera truck.

iii. Upon project completion, Duke's will provide all data in Access (NASSCO export DB) and .CSV / Excel format, all digital scan files (.IPF/.MP4 file extension as applicable) as well as the free required view software to view the IPF files, when necessary. Provide all PDF reports including appropriate attribute information collected via a FTP or web link and provide them via USB external hard drive when requested. Duke's will provide access to Insight 360, Duke's web hosted data platform. A username and password will be supplied so that access to all data, graphs, maps, and raw data downloads are available.

C. Mainline Televising - Scope of Services

Pipeline Televising Field Process

i. Using a 1-3 man crew, with the operator holding a current NASSCO certification, perform pipeline televising in accordance with most recent version of the PACP (currently v7.0.3). All back office staff including a coder and reviewer will be NASSCO certified for quality control of data.

ii. Provide light traffic control, as needed.

iii. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all video files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to these files via FTP or web link and provide them via USB external hard drive when requested.

iv. Duke's will provide access to Insight 360, Duke's web hosted data platform. A username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services described in the scope of work, the City agrees pay the Contractor	$1,352,319.15
The services in the contract include GRT. The GRT on this contract at 8.1875% equals	+ $110,721.13
The total compensation for the contract including GRT is	= $1,463,040.28

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law.

Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to Paragraph 6 (Termination) or Paragraph 16 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. **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.

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

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

iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor

is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 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 Governing Body, 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, NMSA 1978, Chapter 10, Article 16.

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 Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

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 Houston-Galveston Area Council Master Agreement, Duke's Root Control Inc - Public Services ID: 12574 - SC06-24, established and maintained by **Houston-Galveston Area Council**, and through this language hereby incorporates this Contract 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, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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:

i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

ii. 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:

iv) 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

v) terminate the contract for default.

32. Insurance

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

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

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

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

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

33. Impracticality of Performance

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. Invalid Term or Condition

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

35. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;
ii. allow the Contractor to control the defense of settlement of the claim; and
iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
ii. replace or modify the product or service so that it becomes non-infringing; or,
iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Public Utilities, Wastewater Efren Morales, Operations Superintendent 73 Paseo Real, Santa Fe, NM 87507 emmorales@santafenm.gov 505-910-7627	**To the Contractor:** Duke's Root Control, Inc. Matt Fishbune 400 E. Airport Road, Ste E Elgin, IL 60123 mfishbune@dukes.com 312-890-3587

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.

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[SIGNATURE PAGE TO FOLLOW]

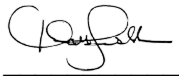
IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

City of Santa Fe:

_____
Alan Webber, MAYOR

Date:_____

Contractor:



_____
Matt Fishbune, President and CEO

Date: Nov 17, 2025

NMBTIN: __75-3026801_____

Attest:

_____
City Clerk

Approved to form and legal sufficiency by:

Marcos Martínez
Marcos Martínez (Nov 17, 2025 07:42:43 MST)
_____
Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster
_____
Finance Director

Exhibit A

Fee Estimate

HGACBuy Contract No. SC06-24

Services	Price	UM	QTY	Subtotal
API+ Acoustic Pipeline Inspection and Manhole Assessment Consisting of: • Sewer line rapid assessment • Manhole assessment including one (1) invert photo, one (1) area photo, and severity rating • Executive Analytics Dashboard deliverables	$0.55	LF	648202	$356,511.10

Level 2 MACP Manhole Inspection Program
Manhole Inspection & Assessment Program Includes:
• Rinno Camera - digital 360 manhole inspections
• MACP Deliverables:
  • MDB Database
  • GDB / GIS shape files with all deliverables
• Deliverables Review Meeting
	$190.00	EA	295	$56,050.00

Condition Assessment Report (CAR) - Manhole Includes: • 11x17 or 24x36 Maps • Corresponding Rehab Recommendations • Corresponding Cost Summaries	$40.00	EA	295	$11,800.00
CCTV Pipeline Inspection - No Cleaning (8-12") Includes: • NASSCO V7.0 PACP Observation Coding • PDF Reports for each line segment with pipe graph and observation thumb nails • Picture folder with all observation photos	$2.10	LF	162051	$340,307.10
Light Cleaning	$2.10	LF	162051	$340,307.10
CCTV Pipeline Inspection - No Cleaning 15+" Includes: • NASSCO V7.0 PACP Observation Coding • PDF Reports for each line segment with pipe graph and observation thumb nails • Picture folder with all observation photos	$2.36	LF	17850	$42,126.00
Heavy Cleaning (3 passes)	$5.25	LF	12000	$63,000.00
Condition Assessment Report (CAR) - Pipe Includes: • 11x17 or 24x36 Maps • Corresponding Rehab Recommendations • Corresponding Cost Summaries	$0.35	LF	162051	$56,717.85
Sewer Alert Sanitary Sewer Overflow Alerting & Notification - 5 units for 48 months	$350.00	MO	240	$84,000.00
Mobilization for Heavy Cleaning	$1,500.00	LS	1	$1,500.00
				$1,352,319.15
Taxes				
Tax (8.1875%)	$110,721.13	LS	1	$110,721.13
				$110,721.13

Total **$1,463,040.28**

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	5/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW TREATMENT COLLECTIONS/REPAIR AND MAINT BUILDING/STRUCTURE	5000362	520100		$ 1,463,041	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 1,463,041	$ -

To increase account 520100 for Duke's. Plese see memo for detail and please add **Duke's-Eval Ser** for posting of BAR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(1,463,041)
TOTAL:	**(1,463,041)**

Linda MacAllister 9/30/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date
Jesse Roach
Jesse Roach (Nov 17, 2025 13:15:26 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 #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

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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 Duke's Root Control Inc, hereinafter referred to as the Contractor, having its principal place of business at 400 Airport Road, Suite E, Elgin, IL 60123.

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

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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

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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 Jun 01 2024 and ends May 31 2028. 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

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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

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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

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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

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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

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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)

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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

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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

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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.

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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:

Duke's Root Control Inc

Signature	DocuSigned by: Matt Fishbune 7677277A0D2B415...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Matt Fishbune	Name	Chuck Wemple
Title	President & CEO	Title	Executive Director
Date	5/20/2024	Date	5/20/2024

H-GAC

From: DUTTON-LEYDA, TRAVIS K.
To: MACALLISTER, LINDA M. (Contractor)
Cc: MORALES, EFREN M.; Purchasing DET
Subject: RE: Determination Request
Date: Monday, October 20, 2025 10:37:18 AM
Attachments: image002.png
image004.png

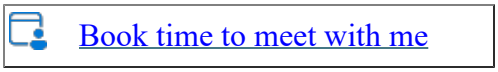
Greetings,
Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.
Please note:

- Save this email as a PDF and upload it into the corresponding packet and 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.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
    - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
    - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
      Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
    - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
    - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
    - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
    - Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov

Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the current and appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and OpenGov https://procurement.opengov.com/governments/1784201/projects 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 must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
- Determination requests to purchasing_det@santafenm.gov
- All other requests to purchasing@santafenm.gov

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



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

Vendor Registration Sites and Current Procurement Opportunities:
[Current for Finances Only] https://santafenm.munisselfservice.com/vss/
[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

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

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From: MACALLISTER, LINDA M. (Contractor) <lmmacallister@santafenm.gov>
Sent: Monday, October 20, 2025 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: MORALES, EFREN M. <emmorales@santafenm.gov>
Subject: Determination Request

Hello Travis,

Below is a SOW for your review.

Scope of Work:

Complete field survey by installing transmitter and receiver between each pipeline segment in the test area and collect scores for each pipe segment. Make every reasonable effort to access each manhole, and complete field televising using a digital manhole camera system. If access is limited Contractor will attempt to obtain the information to the best of their abilities. Will provide all equipment and personnel as required to complete inspections, including at least (1) NASSCO certified inspector onsite during inspections per camera truck. Will provide light traffic control , as needed. Preform light to heavy cleaning of lines that require it. Upon project completion, provide executive summary report identifying all pipes and their corresponding scores. Will provide access to Insight 360, Duke's web hosted data platform. Will provide the city with a detailed report which includes but is not limited to, Data in Access (NASSCO export DB) and .CSV / Excel format, all digital

Thank you,

Linda MacAllister
Contract Specialist
City of Santa Fe Waste Water/Purchasing

Cell: 505-577-6731

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/06/2024

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

RECEIVED 12/17/2024

INSURED
Duke's Root Control, Inc.
400 Airport Rd, Unit E
Elgin, IL 60123

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: Starr Indemnity & Liability Company	38318
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W36542688 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ECP2039143-12	12/08/2024	12/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			1000679525241	12/08/2024	12/08/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ Included $ Included $ Included $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2039144-12	12/08/2024	12/08/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		100 0005190	12/08/2024	12/08/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			ECP2039143-12	12/08/2024	12/08/2025	Each Condition Deductible	$1,000,000 $25,000

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

City of Santa Fe, their officials, officers, employees and agents are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER

City of Santa Fe
Attn: Collections Manager
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

Mark Vick

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SR ID: 26879456 BATCH: 3732562

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Northeast, Inc.	Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

The Excess policy sits excess of the General Liability policy, meaning the Personal & Adv Injury limit requirement of $2M is satisfied through the Excess limit.

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SR ID: 26879456 BATCH: 3732562 CERT: W36542688

Services Offered to the City of Santa Fe (9.2023)

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

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

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

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

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

CITY OF SANTA FE

The Purchasing Memo

Date: September 21, 2025

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director JR
Debora Trujillo, Environmental Services Division Director DEBORA TRUJILLO

Subject: Purchase of Two (2) Front Load Collection Vehicles

Vendor Name: Bruckner Truck Sales Inc

Munis Vendor Number: 3431

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of the purchase of two (2) Commercial Front load Collection Vehicles in the Total Amount of $970,078.00 excluding tax with Bruckner Truck Sales via Cooperative Educational Services (CES) Contract #2024-24-C117ALL

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase two (2) front-load vehicles powered by compressed natural gas (CNG) to replace two existing front-load vehicles that are no longer viable due to consistently high maintenance costs. The transaction will be conducted through Bruckner's Truck and Equipment and includes two (2) 40-yard Wittke commercial front-load packing bodies mounted on two (2) CNG-fueled AUTOCAR chassis. These chassis have previously proven to be dependable, efficient, and durable in our fleet operations. This acquisition supports the City of Santa Fe's ongoing efforts to reduce emissions and lower our carbon footprint by transitioning to cleaner, more sustainable fuel alternatives.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Commercial Collections / 5100332

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andy Hopkins **Date:** 10/01/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was:

Cooperative Educational Services (CES) Contract Number: 2024-24-C117-ALL, RFP Number: 2024-24 (Medium & Heavy – Duty Trucks) Expires May 21, 2028

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 10/02/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☐ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☐ **No**

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

Comment/Exceptions: approved via email as shown below

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

Approval: Rebecca Lovato-Sanouvong **Title:** Rebecca Lovato-Sanouvong **Date:** 10/01/2025

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote
CES Contract Award Letter
RFP 2024-24 / Contract
Chassis / Body Specs
Fleet Maintenance Manager's Memo

Bruckner's TRUCK & EQUIPMENT

Bruckner Truck Sales, Inc.
CES Quote

Financing Available!

Scan QR Code to Complete an Application

Date: **August 21, 2025**

CUSTOMER INFORMATION	
Name:	**City of Santa Fe**
Name:	
Address:	**1142 Siler Rd.**
CSZ:	**Santa Fe, NM 87507**
Phone:	Cell: **505-231-3751**
Fax:	Contact: **Martin Valdez**
Email:	**mjvaldez@santafenm.gov**

EQUIPMENT INFORMATION	
Stock #:	**Factory Order**
Year:	**2026**
Make:	**Autocar**
Model:	**ACX64**
VIN:	
Salesperson:	**Ryan Linson**

EQUIPMENT SPECIFICATIONS			
Engine Make:	**Cummins ISX12N CNG**	Wheelbase:	**198"**
Horsepower:	**350HP**	Frame:	**Heavy**
Engine Brake:	**None**	Interior Trim:	**Mordura**
Transmission:	**Allison 4500 RDS 6spd**	Wheels Front:	**Steel**
Front Axle:	**20,000lb**	Wheels Rear:	**Steel**
Rear Axle:	**46,000lb**	Tire Size:	
Rear Suspension:	**HMX460EX**	Tire Front:	**315/80R22.5**
Ratio:	**5.38**	Tire Rear:	**11R22.5**

Chassis Includes the Following Local Extras:

Delivery Prep
****White with Blue & Black Stripes****
40CY Wittke Commercial Front Load Body (As Specified)
5yr/200k Cummins CNG & Allison

CES Contract 2024-24-C117-ALL
Total Production Leadtime: 240-270 Days
FOB Albuquerque, NM

			Each		Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	**$480,315.00**		**$960,630.00**
Allowances:			-		
VIN:					
Year:					
Make:					
Model:					
Payoff:			-		
Quantity	2				
OTHER CHARGES:					
Federal Retail Excise Tax					
Excise Tax, Title, and License Fees (Estimated):					-
Purchase Coverage	Type:	**5yr Extended Coverage**	**4,724.00**		**9,448.00**
Insurance	Type:				-
VRS Temp Tag and Doc Fees:					-
Cash Down Payment:					
TOTAL:			**$485,039.00**		**$970,078.00**

Dealer Signature: _____ Customer Signature: _____

Date: 08/21/2025 Date: _____

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

Cooperative Educational Services
CES

Contract Award Letter

May 22, 2024

Bruckner Truck Sales, Inc.
8101 Daytona Rd NW
Albuquerque, NM 87121

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C117-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-24 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning May 22, 2024 and expiring May 21, 2028, pursuant to 13-1-150 NMSA.

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

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

RFP NUMBER: 2024-24
RFP DESCRIPTION: Medium & Heavy-Duty Trucks
CONTRACT NUMBER: 2024-24-C117-ALL
Category 1 - Lot 1 - Medium & Heavy-Duty Trucks

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of May 2024, to Bruckner Truck Sales, Inc., with its principal office located at 8101 Daytona Rd NW, Albuquerque, NM 87121, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

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

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

CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date May 22, 2024 through May 21, 2028. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

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

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

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

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

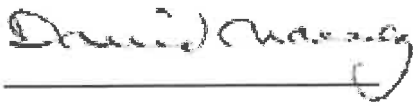
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder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

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

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Executive Director

Date: 05/22/2024

Bruckner Truck Sales, Inc.

Evan Smith

Electronically Signed on 05/22/2024

General Manager

GENERAL SCOPE OF WORK AND SPECIFICATIONS

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services (CES) and the successful Offeror(s).

In order to assist CES Members or Participating Entities which consist of over 440 educational and governmental entities in New Mexico, CES is seeking proposals from Offeror(s) who have the experience and can provide Class 3 to Class 8 medium to heavy duty trucks; various types of truck bodies; parts and accessories; maintenance and repair services; public safety upfitting services; and warranty service; etc. **Class 1 and Class 2 trucks cannot be offered under this RFP.**

CES is looking for interested Offeror(s) that are licensed in the State of New Mexico that can provide the following options to CES Members and Participating to purchase vehicles. The options are:

1. Fleet purchase option.
2. Off the lot purchase option.
3. Used Vehicle purchase option.
4. Equipment, supplies and related services.

It is the intent of CES to establish a contract with multiple vendors who can supply the vehicles and services listed throughout this Scope of Work, for direct purchase, and as needed. All vehicles and services are to be supplied according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of CES' Membership. Selected Contractors shall provide vehicles, and/or services as requested by the Member's Representative or their designee. CES or its Membership offers no guarantee of vehicles or services to be purchased under the Contract.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements` term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

This is an open-ended RFP. At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made.

Any new Offeror may not have access to any RFP documents submitted by another Offeror or to documents involved in the rating or ranking process of Offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

C. DEFINITIONS

Alternative Fuels:

1. Liquefied petroleum gas
2. Natural gas
3. Hydrogen
4. A blend of hydrogen with liquefied petroleum or natural gas
5. An emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume and that complies with any of the following:
   a. Is used in an engine that is certified to meet at a minimum the United States Environmental Protection Agency low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94.
   b. Is used in an engine that is certified by the engine modifier to meet the addendum to memorandum 1-A of the United States Environmental Protection Agency.
   c. Is used in an engine that is the subject of a waiver for that specific engine application from the United States Environmental Protection Agency's memorandum 1-A addendum requirements and that waiver is documented to the reasonable satisfaction of the Department of Commerce Energy Office.
6. Alcohol fuels that contain not less than 85% alcohol by volume
7. Electricity
8. Solar energy
9. A combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel and that operates in an engine that meets the United States Environmental Protection Agency (EPA) low emission vehicle standard pursuant to 40 Code of Federal Regulations Section 88.104-94 or 88.105-94 and is certified by the engine manufacturer to consume at least 70% alternative fuel during normal vehicle operations.

CDL: Commercial Driver's License
Class: GVWR class ratings. "Medium Class" trucks are: Class 3: 10001-14000#; Class 4: 14001-16000#; Class 5: 16001-19500#; Class 6: 19501-26000#. "Heavy" class trucks are: Class 7: 26001-33000#; Class 8: over 33000#.
Conventional Cab: A cab/engine design with a full front section and hood, where the engine and front axle are positioned in front of the cab.
Dealer Prep: An amount or fee that the dealer charges to receive and prepare the purchase vehicle for delivery to the customer.
EPA: Environmental Protection Agency
Factory Invoice: The actual invoice the manufacturer sends to the dealer for the vehicle.
FMCSR: Federal Motor Carrier Safety Administration
FMVSS: Federal Motor Vehicle Safety Standards
GVWR: Gross Vehicle Weight Rating; the maximum allowable weight of the fully loaded vehicle, per manufacturer, including liquids, passengers, cargo, and the tongue weight of any towed vehicle.

Hybrid Electric Vehicles: HEVs are primarily propelled by an internal combustion engine, just like conventional vehicles. However, they also convert energy normally wasted during coasting and braking into electricity, which is stored in a battery until needed by the electric motor. The electric motor assists the engine when accelerating or hill climbing and at low speeds where internal combustion engines are least efficient. Unlike all-electric vehicles, HEVs do not need to be plugged into an external source of electricity to be recharged; conventional gasoline and regenerative braking provide all the energy the vehicle needs.
Insurance Institute for Highway Safety (IIHS): Tests new models by crashing them into an energy-absorbing, deformable barrier at 40 mph.
Low Cab Forward: A truck design with a truncated front section and no hood, where engine and front axle are positioned under or partially under, the cab.
Manufacturer's Suggested Retail Price (MSRP): The retail price of the new motor vehicle suggested by the manufacturer, including the retail delivered price for each accessory or item of optional equipment physically attached to the new motor vehicle at the time of delivery to the new motor vehicle dealer that is not included in the retail price suggested by the manufacturer for the new motor vehicle.
National Highway Traffic Safety Administration (NHTSA): A federal agency that regulates safety features of vehicles and that crash tests new cars for front impact into a flat, rigid barrier at 35 mph, and side impact with the test car traveling 17 mph being hit broadside by another car traveling 34 mph.
NMDOT: New Mexico Department of Transportation
NMMVD: New Mexico Motor Vehicle Department
OEM: The original equipment manufacturer
Wholesale Price: The cost of the vehicle to the dealer minus the holdback, any factory incentives and rebates.
49CFR393: Parts and Accessories Necessary for Safe Operation
49CFR571: Federal Motor Vehicle Safety Standards

PART II SCOPE OF WORK AND SPECIFICATIONS

CES is seeking proposals from Offeror(s) who have the experience and can offer a complete product line of vehicles that can be configured and equipped to meet individual CES Members or Participating Entities' needs.

The standards and specifications provided below are intended to establish minimum requirements for the Offeror and provide a general overview of the quality and type of vehicles and services being requested. Always use the latest up to date versions of a standard, code, or specification.

A. GENERAL REQUIREMENTS

1. The Offeror must be licensed in the State of New Mexico to sell vehicles.
2. All vehicles shall be new and untitled.
3. **No school bus or Class 1 to Class 2 vehicles can be offered as a response to this RFP.**
4. The Offeror will demonstrate that its facility(s) possesses the resources to supply and support the vehicles offered under this solicitation.
5. All billings and invoices must identify the CES purchase order number, complete description of vehicle with all associated options being billed, and include the name of the vehicle, model number and vehicle identification number.

6. The contractor shall include a copy of any manufacturers' order guide with this proposal. Upon request, the dealer will provide a copy of the order guide to any CES Member or Participating Entity wishing to purchase a vehicle.
7. The prices for all vehicles shall be F.O.B. the Offeror's dealership, or any location within 100 miles of the dealership. If any additional cost to deliver a vehicle is required beyond 100 miles from the dealership, that cost must be identified on a price page. If no delivery costs are identified, the dealer will deliver the car to any CES Member or Participating Entity location at no additional charge.
8. The Offeror will furnish a complete set of specifications for all trucks offered that include all weights, heights, widths, van and body materials and other information to assist in the evaluation process.
9. It shall be the responsibility of the Offeror to assure that all recall notices and other technical service bulletins or notifications from the factory are sent directly to the CES Member or Participating Entity in a timely manner.
10. All standard equipment as identified in the manufacturer's literature, data books, and fleet buyer's guides shall be furnished without additional cost on regular production vehicles.
11. All optional equipment and accessories shall be original equipment from the vehicle manufacturer, or third party authorized by the vehicle manufacturer and installed at the factory or by the dealer.
12. Any dealer provided option must be priced separately and may only be included if specifically ordered by the CES Member or Participating Entity. Under no conditions may a CES Member or Participating Entity be charged additional costs for items such as ADP (Added Dealer Profit), additional rust proofing, pinstripes, upholstery preservative, undercoating (or similar dealer packs), conveyance or document fees, or advertising surcharges.

B. EMISSION STANDARDS

Light duty vehicles and trucks are to meet the most current emission standards. Used vehicle to meet 2010 emission standards. If the Federal Emission standards change during the term of the contract, then the Offeror must provide vehicles that meet the latest federal emission standards.

C. DELIVERY

1. All vehicles will be ready for immediate use upon delivery.
2. No additional cost for fuel will be added to the final invoice.
3. All vehicles ordered must be delivered within 5 days of the quotes delivery date, which has been accepted by a CES Member or Participating Entity. If a vehicle is delayed beyond the original quoted date, or if the delayed delivery is beyond the fiscal year (ending June 30th), CES with the agency approval, reserves the right to cancel the purchase order and the member agency will be under no obligation to select a different vehicle if the vendor is unable to deliver on time.
4. In the case of a delay, the CES Member or Participating Entity needs to be notified within five (5) business days of notice from the manufacturer to Offeror. The CES Member or Participating Entity will notify CES and the Offeror within seven (7) business days whether to proceed or cancel the order. CES, CES Member or Participating Entity will be under no obligation to select a different vehicle if the order is cancelled or to select a different vehicle if the contractor is unable to deliver on time.

5. All deliveries will be made Monday through Friday during normal business hours. Vendor will contact the CES Member or Participating Entity 72 hours prior to delivery to schedule a delivery time, location and date.
6. All vehicles shall be equipped with two (2) full sets of keys to include and special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.
7. Offeror will provide owners with two (2) complete sets of operations and parts manuals and one (1) operational and parts manual in electronic format on CD-R, CD-RW, DVD-R or DVD-RW. If safety videos and handbooks are available, two (2) sets will be provided to the member at no cost on CD-R, CD-RW, DVD-R or DVD-RW.
8. Manufacturer's Certificate of Origin (MCO) or Manufacturer's Statement of Origin (MSO) needs to be provided to CES Member or Participating Entity after the Offeror receives payment from CES. All documents must show the legal name of the CES Member or Participating Entity.
9. All standard and optional equipment installed, fully assembled and serviced per manufacturers' specifications.

D. PRE-DELIVERY SERVICES

1. Each unit shall be DOT inspected and include the appropriate documentation and decal. In addition, each unit shall be equipped with the required fire extinguisher and reflective triangle kit.
   a. Complete lubrication
   b. Checking of all fluid levels to ensure that they are filled to manufacturers' specifications.
   c. At time of delivery the fuel tank must be at least one-fourth (1/4) full as indicated on the fuel gauge. If dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank. For diesel engines that use, Selective Catalytic Reduction (SCR) technology, a minimum of one-half (1/2) of a tank of diesel exhausts fluid when delivered to CES Member's or Participating Entities location or picked up by CES Member or Participating Entity. No additional cost for fuel shall be added to the final invoice.
   d. Electrically powered vehicles will have all batteries fully charged.
   e. All tires, including the spare, inflated to manufactures' specifications.
   f. Wheels properly aligned to manufactures' specifications.
   g. All vehicle mechanical, electrical and electronic operations are operating to manufacturers' specifications.
   h. Inside and outside clean with all unnecessary tags, stickers and markings removed.
   i. No decals or markings of any type pertaining to advertisements other than the manufacturer's name or model designation normally installed by the factory will be attached to the vehicle.
   j. Vehicles will need to be checked for any appearance defects and fixed before delivery to CES Member or Participating Entity.

E. VEHICLE INSPECTION

1. Prior to acceptance by the ordering agency, each vehicle shall be subject to a complete inspection by the CES Member or Participating Entity.
2. Inspection shall include, but not necessarily be limited to, conformity to the specifications, mechanical integrity, quality or workmanship and materials, and appearance defects.

3. If a vehicle is returned to the contractor prior to acceptance, corrections shall be made within seven (7) calendar days or time as mutually agreed to by the CES Member or Participating Entity and contractor. Upon delivery of a corrected vehicle, the normal inspection time will start fresh. All corrections shall be made without any inconvenience to CES Member or Participating Entity.

F. WARRANTY

1. At the minimum, warranties shall be the manufacturer's standard new vehicle warranty. All warranties shall begin when the vehicle is placed in service. It shall be the responsibility of the ordering CES Member or Participating Entity to notify the contractor when a vehicle is actually put in service.

G. EXTENDED WARRANTY OPTIONS

1. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
2. The terms, conditions, stipulations, exceptions, limitations and warrantee periods will be clearly identified.
3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
4. The term of a warranty is extended by any period of time during which repair services are not available to the CES Member or Participating Entity because of any war, invasion, strike, fire, flood or other natural disaster.

H. ORDERING AND BILLING

1. Fleet purchases will enable the CES Member or Participating Entity to order options as needed.
2. Trucks offered may have many options, provided by the manufacturer and authorized third party manufacturers, body builders or dealers.
3. All optional equipment and accessories to be original equipment from the manufacturer or provided by manufacturer approved aftermarket suppliers and installed by a factory qualified certified technician.
4. Except as restricted by the manufacturer in a fleet purchase, all factory incentives and rebates will be passed to the CES Member or Participating Entity. All participating dealer rebates, year-end rebates, and other discounts offered to the general buying public will be available to the CES Member or Participating Entity.
5. All dealers must identify the dealer holdback offered by the manufacturer as a percentage of the base invoice, the base MSRP, total MSRP, or other basis.

I. SAFETY

1. The Offeror will provide, at no charge to the Member/Participating Entity, MSDS information providing asbestos content of friction materials (brake pads, brake shoes, clutch discs, etc.), upon request.
2. Truck shall comply for FMVSS 208 Occupant Crash Protection
3. All vehicles offered shall comply with most current FMVSS standards.

J. WARRANTY MINIMUM REQUIREMENTS:

a. Class 3-7 Medium Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 3 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage – 3-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible
b. Class 8 Heavy Duty Trucks
   a. Base vehicle - 2 years unlimited mileage
   b. Engine - 2 years unlimited mileage
   c. Transmission either manual or automatic – 2 years unlimited mileage
   d. Steering and drive axles – 2 years unlimited mileage
   e. Frame, Frame Rails and Crossmembers – 5 years unlimited mileage
   f. Cab Structure – 5 years unlimited mileage
   g. Full parts and labor on warrantable failures
   h. Travel or towing when an engine or transmission is disabled by a warrantable failure or further operation would cause damage - 2-year unlimited mileage
   i. Consumables not reusable due to covered failure
   j. No deductible
c. OEM parts
   a. 12 months unlimited mileage
d. Bodies
   a. 12 months unlimited mileage
   b. Full parts and labor on warrantable failures
   c. No deductibles
e. Extended Warranty Options
   a. Offeror is encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the member after the standard warranty has expired.
   b. To cover parts, labor, and towing.
   c. To include maintenance service plans.
   d. The terms, conditions, stipulation, exceptions, limitations and warranty periods will be clearly identified.
   e. Minimum period of 2 years after the standard warranty period.
   f. Warranty and all terms, conditions, stipulation and warranty periods will be clearly identified to the member.
   g. All warranty periods will begin when the vehicle is accepted by the Member/Participating Entity.

K. New Mexico requires that 25% vehicles purchased by public agencies operate or have the option to operate on alternative fuel. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.

1. The Offeror will submit the most up-to-date set of manufacturer specifications for any alternative fueled vehicle offered.
2. Bi-fuel vehicles must have upgraded intake valve seats or other modifications that promote engine life with hotter burning natural gas.
3. Offeror of electric vehicles will provide infrastructure information (charging locations) and informational assistance to members in establishing a local charging station.
4. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, an emulsion of water-phased hydrocarbon fuel that contains not less than 20% water by volume, alcohol fuels that contain not less than 85% alcohol by volume, electricity, solar energy, a combination of at least 70% alternative fuel and no more than 30% petroleum-based fuel. As new technology introduces other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.
5. For alternative fueled vehicles, the Offeror shall provide list of locations where fuel can be procured.

L. CAB AND CHASSIS VEHICLES

1. The production vehicle shall be a current Model Year.
2. The Offeror is encouraged to propose a full line of chassis and cab, conventional and low cab forward. Complete specifications for models proposed must be included in the proposal package with prices.
3. Engines may be gas or diesel.
4. Chassis shall be heavy duty and the as-built, fully loaded Gross Vehicle Weight cannot exceed the Original Equipment Manufacturers (OEM) GVWR.
5. Engine shall meet current Federal Emission standards for diesel, gas and alternative fueled trucks.
6. The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle.
7. The fuel system shall meet the minimum requirements FMVSS be supplied by the OEM. Any chassis fuel system modifications shall be fully compliant with FMVSS and Federal Emission Standards.

M. TRANSMISSION

1. The transmission shall be heavy-duty OEM installed.
2. Manual transmissions with five (5) or more speeds can be offered.
3. Automatic transmissions with four (4), five (5), six (6) speeds or more speeds can be offered.
4. Transmission auxiliary cool is to be offered.
5. Four-wheel or all-wheel drive vehicles may be offered.

N. ENGINES

1. Diesel and gas engines offered must be of the latest design, fuel efficient and meet or exceed the most current federal, state and local emissions standards.
2. Diesel engines that use biodiesel must conform to the specifications of ASTM 6751, Biodiesel Standard.
3. For diesel engines that use Selective Catalytic Reduction (SCR) technology. Various tank sizes need to be offered.
4. Diesel engines must be able to operate us at minimum B-5 biodiesel fuel. Manufactures are encouraged to provide vehicles that can operate with B-20 biodiesel fuel.

5. CNG, LNG, LP and Hybrid Electric power plants can be offered as options.
6. Engine and emission systems to be tuned to proper operating condition and operating per manufactures' specifications.
7. All water-cooled vehicles will have antifreeze protection to -35°F or to meet regional delivered levels.
8. Various sizes and types of single and dual-fuel tanks should be available depending on the fuel type and vehicle configuration ordered and must meet or exceed federal standards.

O. ALTERNATIVE FUEL VEHICLES

1. The Offeror is encouraged to offer alternative fuel vehicles to meet state and federal air standards.
2. For electric vehicles, the Offeror shall provide charging information and equipment.
3. Alternative fueled vehicles may operate on liquefied petroleum gas, natural gas, hydrogen, a blend of hydrogen with liquefied petroleum or natural gas, or bio diesel. As new technology introduces for other alternative fuels, these vehicles can be added to the contract if they can be licensed to operate in New Mexico.

P. BODIES AND UTILITY BED OPTIONS

1. The Offeror is encouraged to propose a full line of bodies for various member operations.
2. May include, but not be limited to: Stake beds, dump beds, lift beds, lift gates, water tanks, component body beds, service bodies, haulers, emergency service bodies (including police, fire, etc.), refuse disposal, roll-off, hazardous material (HazMat) related service beds/hauling, mounted cranes or booms, refrigerated box, box, or Member designed bed option.
3. Third-party equipment is permitted, and factory or dealer installed is preferred.
4. Bodies or utility beds offered may be hydraulically, mechanically, and/or electrically operated, powered by the vehicle's electrical supply, a power-take-off (PTO), independent or separate power source. PTO's shall be installed in accordance with vehicle manufacturer's recommendations.
5. In the event the factory installed vehicle electrical system requires modifications/upgrades to provide power to the optional utility bed, installing dealer shall ensure modifications/upgrades will be in accordance with the vehicle manufacturer's specifications, and not void the manufacturer's warranty.
6. Must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange as per chassis manufacturer design specifications.
7. Shall not exceed the manufacturer's vehicle load recommendations or the gross vehicle weight rating (GVWR). The factory-installed vehicle braking system shall meet or exceed the US Department of Transportation (USDOT) and New Mexico Department of Transportation (NMDOT) stopping requirements for the total vehicle GVWR.
8. All options provided shall comply with USDOT and NMDOT requirements for width, height, weight, lighting, safety, and other requirements for operation on city, and county roads, and state and federal highways. Vendor agrees to consult and provide CES Members or Participating Entities requirements and specifications for CES Members or Participating Entities designed bed options to comply with USDOT and NMDOT requirements.
9. Dealer shall supply to the CES Members or Participating Entities any USDOT and/or NMDOT certificates stating compliance for the vehicle, and/or utility bed installed on the vehicle, if applicable and/or required for registration and use on highways.

10. Upon request by the CES Members or Participating Entities prior to vehicle delivery, the dealer will assist CES Members or Participating Entities in obtaining or provide service to obtain any required vehicle inspections. Vehicle shall pass all required inspections prior to passing of vehicle title to Member/Participating Entity.

Q. BRAKES

1. Brakes should include, but not limited to, standard four-wheel hydraulic disc, air, antilock systems, engine and compression brake systems that are appropriate for the size of the vehicle.
2. Braking systems offered on vehicles offered shall comply with the minimum stopping distances as stated in USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards.
3. Air braking systems offered shall comply with USDOT, 49 CFR Part 571 Federal Motor Vehicle Safety Standards: Air Brake Systems.
4. Engine brakes may be offered as a vehicle braking option.

R. STEERING

1. OEM Power steering is required for all vehicles offered.
2. Steering shall incorporate an OEM factory installed tilt wheel and cruise control.

S. INSTRUMENTAL PANEL

1. The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly visible to the driver. Chassis OEM gauges shall be used in the driver's instrument cluster. If OEM gauges are not available, then gauges of equality quality can be used. Lights in lieu of the listed gauges will not be acceptable.

T. BACK-UP WARNING DEVICE

1. Shall be waterproof that is readily audible outside each vehicle when the transmission is in reverse.
2. A rear obstacle detection system can be offered.

U. TWO-WAY RADIO AND ANTENNA PRE-WIRE

1. A two-way radio 12-volt DC supply, ground harness and cable conduit shall be installed in the driver's area.
2. Provide noise suppression due to alternator, lighting, engine or other source.

V. MIRRORS

1. The truck shall be equipped with a corrosion-resistant, outside rearview mirror on each side of the truck. The mirrors shall permit the operator to view the highway along both sides of the truck, including the rear wheels. The mirrors are to be designed in such a way that allows for firm attached to the truck to prevent vibration and loss of adjustment, but not losing the folding feature.

W. SUN VISOR

1. Windshield sun visor system shall be standard OEM chassis visor(s). Visors shall be shaped to minimize light leakage between the visor and windshield pillars. Visors shall store out of the way and shall not obstruct airflow from the climate control system or interfere with other equipment. Deployment of the visors shall not restrict vision of the rearview mirrors. Visor adjustments shall be made easily by hand. Sun visor construction and materials shall be strong enough to resist breakage during adjustments.

X. BUMPERS

1. The front bumpers shall be OEM standard design.

Y. EXHAUST

1. The exhaust system shall be OEM standard design properly installed with heat shields, baffles and vibration mounts as required.

Z. WHEELS AND TIRES

1. Tires will be as provided by the OEM or dealer and designed to meet or exceed the GVWR of the vehicle.
2. All tires shall be of the same brand and sized matched for the vehicle.
3. Vehicle wheels shall be sized according to OEM chassis specifications.
4. Steel or brass valve stems shall be used on all wheels with elbow extensions on the inside rear dual for access.
5. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle.

AA. MUD FLAPS

1. The vehicle shall have commercial grade anti-sail mud flaps behind the front and rears wheels.
2. Will not have any visible imprinted logo or advertising.
3. Splash guards will be installed on all trucks and will be attached in a manner that prevents the splashing of mud or water on the windshield of other motor vehicles.
4. Extend to a length of not more than eight inches (8") from the ground, be wide enough to cover the full tread or treads of the tires being protected.
5. Be installed close enough to the tread surface of the tire or wheel to control the side throw of the bulk of the thrown road surface material.
6. Be attached in a manner that, regardless of movement either in the splash guards or the vehicle, the splash guards retain their general parallel relationship to the tread surface of the tire or wheel under all ordinary operating conditions.

BB. BATTERIES

1. To be provided per the design specification of the vehicle manufacturer to handle the requirements for the chassis, body and all accessories.
2. Battery cables installed shall be a continuous run and sized to match the electrical system's maximum current draw. Battery cables shall be color-coded and supported with rubber or plastic-coated clamps.

3. Batteries need to have a mechanism to securely hold down the battery to the battery tray.

CC. ALTERNATOR

A. OEM supplied of the highest rating available to handle the chassis, body and any accessories added by the manufacturer, dealer or body supplier.

DD. BODY

1. Corrosion Protection: Per OEM manufacturer's specifications.

EE. EXTERIOR LIGHTING

1. All lights for taillights, brake light, turn signal, back-up, collision avoidance lights and clearance marker lights shall be Light Emitting Diode (LED).
2. Daytime running lights can be offered if not a standard feature offered by the manufacturer.

FF. DRIVERS AREA

1. The driver's area shall consist of an ergonomically designed molded dash console, located conveniently to the driver's seated position and in full view of the driver.
2. Equipped with door pockets, full-width dual sun visors with elastic storage straps, wired for radio, area to mount a radio, storage area for logbook, column-mounted turn signals with flash-to-pass function.
3. All interior rearview mirrors will be day/night adjustable.
4. All vehicles will have dual windshield wipers with washers and left and right side outside mirrors. All truck mirrors will be heavy-duty, top of the line systems and meet federal and state size requirements.
5. Interiors must offer a choice between long-lasting vocational units equipped for hard and messy work and more deluxe interiors and seating.
6. All switches are to be properly labeled and illuminated.
7. Door activated dome lights are to be provided.
8. Tinted glass will comply with New Mexico state law at the time of order.

GG. SEATING

1. Various options and configuration need to be offered for driver and passenger seating with adjustable lumbar support.
2. All vehicles must have factory-installed seat belts. When possible, safety-belt pre-tensioners will be installed.

HH. PAINT AND TRIM

1. The color shall be standard colors offered from the OEM manufacturer. Custom paint colors can be Offeror as an option.
2. All exterior surfaces shall be smooth and free of wrinkles and dents.
3. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier.
4. Drilled holes and cutouts in exterior surfaces shall be made prior to cleaning, priming and painting to prevent corrosion.

5. To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized.
6. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents.
7. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
   a. Blisters or bubbles appearing in the topcoat film
   b. Chips, scratches, or gouges of the surface finish
   c. Cracks in the paint film
   d. Craters where paint failed to cover due to surface contamination
   e. Over spray
   f. Peeling
   g. Runs or sags from excessive flow and failure to adhere uniformly to the surface
   h. Chemical stains and water spots

II. SAFETY EQUIPMENT

1. Shall at the minimum comply with FMCSR 393.95.

JJ. UNDERCOATING

1. Per OEM manufacturer's specifications.

KK. HEATING AND AIR CONDITIONING

1. Per OEM manufacturer's specifications.

LL. LICENSE PLATES

1. Provisions shall be made to mount standard size U.S. license plates per SAE J686 on the rear of the truck.

MM. OPTIONAL EQUIPMENT AND FEATURES

1. The Offeror is to provide a list of optional equipment and features that can be offered to customize the vehicle to meet the CES Members or Participating Entities needs, such as hydraulic and electric gate lifts, ramps, tow hooks, generators, lift buckets, power take off unit (PTO), ladder racks, wet unites, fire truck bodies, etc.
2. The Offeror will need to provide details on the process that will be used by CES Members or Participating Entities to identify the optional equipment and features and how they will be implemented in to the design of the vehicle.

NN. USED VEHICLES

1. Used vehicles may be offered under solicitation. Pricing shall be based upon Dealer acquisition price + cost to comply to Federal and NMDOT safety standards + vehicle service +transportation + dealer markup not to exceed a maximum of XX.XX% to arrive at Selling Price
2. According to the requirements for 13-1-155 A NMSA 1978, any used item of "… tangible personal property the estimated cost of which exceeds five thousand dollars ($5,000), …" requires at a minimum "… a written warranty for at least ninety days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser."

OO. REPLACEMENT PARTS

1. OEM or aftermarket parts approved by the OEM.
2. If aftermarket parts are provided for warranty repair, they must not void the manufactures warranty.

PP. Biodiesel and Alternative Fuel Systems Retrofit

1. Biodiesel and alternative fuel system kits and installations may be offered.
2. Biodiesel and alternative fuel system kits shall be installed in accordance with the kit manufacturer's instructions.
3. Biodiesel and alternative fuel systems shall not void vehicle manufacturer's engine or emission warranties.
4. All installed biodiesel or alternative fuel systems shall be warranted against defects and installation.

QQ. MEDIUM AND HEAVY-DUTY TRUCK REPAIR AND RELATED SPARE PARTS

1. Vendors may offer medium/heavy-duty truck parts, tires, and accessories. Service-related equipment (mechanics tool sets, jacks, equipment lifts, shop tools, etc.) will not be allowed under an awarded contract. However, specialty and/or proprietary tools or equipment directly related to a specific vehicle or optional utility bed and required for proper service, maintenance and operation of the specific vehicle, shall be allowed.
2. Safety equipment shall include, but not be limited to: first aid kits, daytime running lights, fire extinguishers, mirrors, strobe lights, and triangle kits. Servicing of safety equipment is requested.
3. Undercarriage and suspension parts shall include, but not be limited to; air bags, chassis springs, drag links, kingpin kits, power steering filters, shock absorbers, steering gear pumps and gears, and tie rod ends.
4. In vehicle monitoring systems and GPS tracking systems can be offered.
5. Brake and wheel end parts shall include, but not be limited to: air compressors and dryers, caliper kits, chambers, diaphragms, drums, master cylinders, brake pads and shoes, tube and tubeless rims, side and lock rims, rotors, wheel bearings, seals, discs, and spacers, slack adjusters, and steel brake tubing.
6. Electrical parts shall include, but not be limited to: alternators, auxiliary heaters, batteries, battery cables, heaters, and terminals, block heaters, circuit breakers, heater motors, horns, wire connectors, jumper cables, dome, security, marker, fog, and head lights, and various switches.
7. Exhaust parts shall include, but not be limited to: brackets, clamps, pipes and tubing.
8. Engine maintenance parts shall include, but not be limited to: charge air coolers, engine components, fans, filters, overhaul kits, radiators, thermostats, water pumps and other applicable maintenance parts.
9. Transmission, clutch and axle parts shall include, but not be limited to: center bearings, clutches, flywheels, manual and automatic transmissions, U-joints, yokes and repair kits.
10. Hood and cowl parts shall include, but not be limited to: big screens, fuel caps, hoods, instrument and panel gauges, and wiper blades.
11. Lubricants and chemicals shall include, but not be limited to: absorbents, antifreeze, brake and power steering fluids, cooling additives, fiberglass body filler, oil and grease, shop chemicals, paints, waxes, polishers, and cleaners, windshield washer fluids, and hand cleaners.

12. New tires offered shall be from known brands such as: Bridgestone, Firestone, Goodyear, Kelly, Michelin, Toyo, Yokohama, or equal. Bias Ply and Radial tires may be offered. Tires requiring tubes shall be installed with new tire tubes and flaps. New valve stems shall be installed on new tubeless tires. Used tires are not allowed. Retreaded tires that meet Federal requirement can be offered.
13. Remanufactured, recapped, or retread tires may be offered from known brands/manufacturers such as: Bandag, Chicago Tire Inc., Wilson Tire Company, or equal.

RR. SERVICES

1. Repair, maintenance and warranty repair services may be offered. Body repair services are requested. Specialty repairs may be performed by an authorized sublet repair facility.
2. Contract vendor offering warranty and/or out-of-warranty repair service under an awarded contract shall have only ASE-Certified Master Truck Equipment Technicians, or at a minimum technician with prior medium-heavy duty truck/bus experience in air brake systems, steering and suspension, to repair vehicles.
3. Warranty repairs shall only be performed by manufacturer authorized repair facilities for vehicles and/or optional installed equipment.
4. Tire repair and maintenance services may include, but not be limited to: balancing, re-grooving, rotating, patching, tube replacement, wheel stud replacement, etc.

SS. TRAINING

1. Training for maintenance staff on the proper service and repair of the vehicle and body.
2. Training for drivers on the proper and safe operation of the vehicle and body with special emphasis on how the emission control's function.

TT. PUBLICATIONS AND PRINTED MATERIALS

1. Each vehicle will have a complete set of operation, and warranty publications. The following shall be provided at time of delivery:
   a. Operation Manual: A complete operations manual and troubleshooting guide with a detailed manufacturer's parts list that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions to include but not limited to air conditioning systems, tie downs, heater, emissions, engine operations, lights, radio, wiring diagram and body modifications, accessories and related equipment.
   b. A complete schematic diagram of all hydraulic lines, air lines and electric circuits.
   c. Warranty Information: Each vehicle will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

UU. ADDITIONS TO THE SCOPE OF WORK

Offerors who receive a contract as a result of this solicitation, and through the duration of the contract, may propose vehicles, equipment, products, and related services that were either inadvertently left out of this RFP, or are new technology. Such proposed items shall be submitted to CES for review and must remain consistent with the spirit of the RFP. Items approved shall be added to the contract through an amendment, mutually agreed upon by all parties to the contract.

Omissions in this proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD

PRICING

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

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

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

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

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

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

such requests.

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

ACX64 Class 8
Model Year 2026

Bruckner Truck Sales, Inc.
8101 Daytona Rd. NW
Albuquerque, NM 87121

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Prepared For : LAWRENCE GARCIA
CITY OF SANTA FE

Thursday, February 13, 2025 12:25:27 PM EST

Chassis Specification

02/13/2025

			Description	Front Weight	Rear Weight	Price
AUTOCAR TRUCKS						
O	ENG0001	**ENGINEERING GROUP IDENTIFIER**	AUTOCAR ENGINEERING			0
S	0040002	**MODELS**	ACX64			244,356
S	5000001	**CAB SHELL**	SINGLE LEFT HAND DRIVE CAB			0
O	100U001	**CUSTOMER TYPE**	MUNICIPAL			0
VEHICLE ADAPTATION						
S	114010	**COUNTRY OF USE**	UNITED STATES STD MARKET ADAPTATION			0
O	C03500	**TERRITORY**	EPA			0
SOLUTION						
O	C04006	**BODY COMPANY**	LABRIE			0
O	C02001	**BODY TYPE**	COMMERCIAL FRONT END LOADER			0
O	C070002	**FUEL SYSTEM TYPE**	GAS/CNG/BODY MOUNTED TANKS			0
O	C002001	**TRUCK TYPE (WRENCH CODE)**	FEL, LABRIE, WB 198, NO AUX AXLE, CNG, WITH SERVICE HOIST			0
O	C06202	**BODY STYLE**	LABRIE WITTKE SUPERDUTY			0
O	C05040	**TOTAL BODY CAPACITY - BODY/HOPPER**	40 YARD			0
S	C090003	**AXLE QUANTITY**	3 AXLE			0
S	C080001	**REAR SUSPENSION TYPE**	STD/BEAM TYPE REAR SUSPENSION			0
O	C01004	**APPLICATION**	REFUSE - TRANSFER STATION			0
O	C11001	**BODY COMPANY SERVICE OPTION**	SERVICE HOIST			0
O	D010200	**FRONT GAWR**	20000 LBS			0
O	D020460	**REAR GAWR**	46000 LBS			0
O	D100660	**GVWR**	66000 LBS			0
ENGINE						
O	1012402	**ENGINE ASSY**	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS			29,575
O	972A200	**SPECIAL EMISSION CERTIFICATION LABELS**	EPA HHDE CERT NAT GAS (NO LABEL REQUIRED – GVWR OVER 40K)			0
S	9722025	**CERTIFICATION-EMISSIONS**	MY2025 ENGINE			0
S	972B001	**CARB OPT-IN STATES**	NO PENALTY			0
O	4460002	**FUEL TYPE**	COMPRESSED NATURAL GAS			0

ENGINE EQUIP

O	1222000	**PTO-ENGINE FRONT**	FEPTO ADAPTER (3.75" BCD with 2.75" MALE PILOTED FLANGE YOKE - 7/16-20 BOLTS)	590
S	128071	**ENGINE CONTROL SPECIFICATIONS**	DEFAULT SPECS	0
S	1290004	**ENGINE ELECTRONICS**	CUMMINS 500K COMMUNICATION	0
O	438998	**FILTER-FUEL, CHASSIS MOUNTED**	NO ADDITIONAL FUEL FILTER PROVIDED	0
O	170104	**FILTER-FUEL, ENGINE MOUNTED**	NATURAL GAS FUEL CLEANER	0
O	180021	**ENGINE BLOCK HEATER**	PHILLIPS 120V 1500W	115
O	1810004	**HEATER RECEPTICAL LOCATION-ENGINE**	RECEPTACLE LOCATED AT CAB STEPS, LH SIDE	100
S	2080001	**FAN & DRIVE-ENGINE**	2-SPEED FAN	0
S	2120003	**RADIATOR SURGE TANK**	STANDARD SURGE TANK W/ SIGHT GLASS	0
S	2200001	**AIR CLEANER**	15" ONE STAGE EPG CLEANER DONALDSON	0
S	226001	**AIR INTAKE RAIN CAP**	BLACK, HOOD TYPE	0
O	2300012	**MUFFLER SYSTEM**	HORZ CATALYST W/ RH VERT OUTLET	0
O	2310005	**EXHAUST SHIELDS**	STAINLESS STEEL MUFFLER SHIELD-SINGLE W/EXHAUST BLANKET (FOR NATURAL GAS ENGINES)	425
S	2322001	**EXHAUST STACKS**	90 DEGREE SIDE OUT DIFFUSER	0
S	115A200	**TURBO HEAT SHIELD**	TURBO HEAT SHIELD	0
O	239998	**UREA DELIVERY SYSTEM**	NO DEF TANK PROVIDED	0
S	5300001	**ENGINE/EXHAUST COVER**	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0
S	700026	**AIR COMPRESSOR**	CUMMINS WABCO 18.7 CFM COMPRESSOR	0
S	8200003	**STARTING MOTOR**	DELCO REMY 12V 39 MT W/OCP	0
O	8020006	**ALTERNATOR**	DELCO REMY 200 AMP, 28SI PAD MTD.	190
O	P020010	**ENGINE IDLE SHUT DOWN**	ENGINE IDLE SHUTDOWN ENABLED (10 MINUTES)	0
S	P030001	**CRUISE CONTROL PARAMETER**	CRUISE CONTROL ENABLED	0
S	P520001	**IDLE SHUTDOWN IN PTO MODE**	IDLE SHUTDOWN IN PTO MODE = ENABLED	0
S	P630006	**MAX VEHICLE SPEED - PTO MODE**	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0
S	P641200	**RPM PTO MODE**	1200 RPM MAX IN PTO	0

S	P701200	**PTO SET SWITCH**	PTO SET SWITCH = 1200 RPM	0
S	P711000	**PTO RESUME SWITCH**	PTO RESUME SWITCH = 1000 RPM	0
S	204B001	**COOLANT HOSE HEAT SLEEVE**	STANDARD HEAT SLEEVE	0
S	P010065	**VEHICLE GOVERNED SPEED LIMIT**	SPEED LIMIT 65MPH	0

TRANSMISSION

S	2580003	**VOCATION**	RDS REFUSE - VOC 400-XXX	0
O	2690019	**CONTROL MODULE (ELECT)**	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0
S	26A0001	**TRANSMISSION SHIFT SCHEDULE / FUEL SENSE**	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0
S	26B0001	**NEUTRAL IDLE**	NEUTRAL IDLE ENABLED	0
S	PT10001	**TRANS DIRECTION CHANGE SHIFT INHIBIT**	SHIFT INHIBIT ENABLED	0
S	27P0000	**TRANSMISSION RETARDER AUDIBLE ALARM**	NO TRANSMISSION RETARDER AUDIBLE ALARM	0
O	2700028	**TRANSMISSION**	ALLISON 4500 SERIES,6-SPEED	13,845
S	287A200	**TRANSMISSION BREATHER**	TRANSMISSION REMOTE BREATHER	0
S	284016	**TRANSMISSION CONTROLS**	ALLISON PUSHBUTTON CONTROLS	0
S	286005	**COOLER-TRANSMISSION OIL**	OIL TO WATER TYPE	0
S	290003	**TRANSMISSION OIL FILL/CHECK**	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0
O	300013	**DRIVESHAFT-MAIN**	SPICER 1810HD HALF ROUND	70

FRONT AXLE

S	3700002	**FRONT AXLE**	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0
S	3690005	**FRONT AXLE POSITION**	52.5 INCHES	0
S	371135	**FRONT SUSPENSION**	9500 LOW CAMBER FLATLEAF 20,800 GROUND CAPACITY	0
O	371T01	**SUSPENSION, FRONT AUX**	AUX LOAD CUSHION	50
S	373002	**SHOCK ABSORBERS-FRONT**	DOUBLE ACTING SINGLE - HEAVY DUTY	0
O	9042002	**HUBS-FRONT**	PRESET PLUS STEEL HUB 285MM BC	0
O	9402006	**WHEEL OIL SEALS-FRONT**	CONMET SEALS & PRESET PLUS SPINDLE NUT	0
S	9210001	**HUB CAPS - FRONT AXLE**	CR ZYTEL HUBCAP	0
S	374002	**FRONT AXLE LUBRICANT**	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0

O	7510001	**BRAKES-FOUNDATION, FRONT AXLE**	MERITOR 16.5X7" QP REFUSE BRAKE	40
S	754009	**BRAKE SLACK ADJUSTERS -FRONT AXLE**	MERITOR AUTOMATIC	0
S	755001	**DUST SHIELDS - FRT BRAKES**	DUST SHIELDS - FRONT BRAKES	0
S	901001	**BRAKE DRUM-FRONT**	CAST IRON	0
S	383101	**STEERING GEAR**	INTEGRAL POWER STEERING W/RIGHT HAND RAM	0
S	387003	**POWER STEERING RESERVOIR**	FOUR QUART REMOTE MOUNTED	0

REAR AXLE

O	330444	**REAR DRIVE AXLE-SINGLE & TANDEM**	MERITOR RT46-160 46,000 LB	3,002
S	330U98	**REAR AXLE LUBE PUMP**	NO LUBRICATION PUMP	0
O	331538	**REAR DRIVE AXLE RATIO**	5.38	0
O	3502011	**REAR SUSPENSION**	HENDRICKSON HMX-EX-460 SUSPENSION @ 54" AS	100
S	351013	**REAR SUSPENSION BEAMS**	54 INCH STEEL RUBBER BUSHED	0
S	358005	**TORQUE RODS**	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0
O	9132002	**HUBS-REAR**	PRESET PLUS STEEL HUB 285MM BC	0
S	3400001	**REAR AXLE BREATHER**	STANDARD AXLE BREATHER	0
O	9412007	**WHEEL OIL SEALS-REAR**	CONMET SEALS & PRESET PLUS SPINDLE NUT	0
O	7610001	**BRAKES-FOUNDATION, REAR AXLE**	MERITOR 16.5X8.62" QP REFUSE BRAKE	345
S	764013	**BRAKE SLACK ADJUSTERS -REAR AXLE**	MERITOR AUTOMATIC,TANDEM AXLE	0
S	765001	**DUST SHIELDS - REAR BRAKES**	DUST SHIELDS - REAR BRAKES	0
S	781012	**BRAKE CHAMBERS-PARKING, TYPE/VENDOR**	CAM TYPE MGM STOPGARD (4)	0
S	910001	**BRAKE DRUM-REAR**	CAST IRON	0

BRAKES

S	729002	**AIR LINES-PARKING BRAKE, CHASSIS**	AIR LINES CHASSIS PARK BRAKE	0
I	7412006	**BRAKE CONTROL SYSTEM**	WABCO ABS 6S6M W/PLC AND ATC MOUNTED IN CAB	0

CHASSIS

O	400198	**WHEELBASE**	198 INCHES	-60
O	402080	**FRAME-REAR OVERHANG**	80"	0
S	403012	**FRAME RAILS**	3/8" VARIABLE DROP STEEL, EXT B	0

S	406001	**FRAME-REAR CUT-OFF**	STRAIGHT	0
S	4070004	**FRAME-FRONT EXTENSION**	ACX STANDARD FRONT END	0
O	4092000	**FRAME CROSSMEMBER-CENTER**	ALUM W/ 7-PIECE STEEL BOC X-MEMBER ORIENTATION B	0
S	4110002	**FRAME CROSSMEMBER-END CLOSING**	ALUMINUM MEMBER-IF REQUIRED	0
S	460001	**BUMPER-FRONT**	STEEL PAINTED	0
O	4680010	**GUARD-OIL PAN**	ENGINE OIL PAN GUARD - ALUMINUM	275
S	480002	**TOWING DEVICE-FRONT**	TWO REMOVABLE TOW PINS	0
S	8742000	**WIRING, BODY INTERFACE**	RP 170 COMPLIANT	0
O	892014	**BACKUP ALARM**	ECCO SMART ALARM SA917	185
O	430800	**FUEL TANK-LEFT**	ALTERNATE FUEL ENGINE-NO LH TANK	0
O	431800	**FUEL TANK-RIGHT**	ALTERNATE FUEL ENGINE-NO RH TANK	0
O	436023	**FUEL LINES**	STAINLESS STEEL FOR CNG OR LNG (FILTER TO ENGINE)	0
I	8120008	**BATTERY BOX**	STEEL BOX W/ ALUM LID, 3 BATTERY, RHS	0
S	8160002	**BATTERY BOX SPACERS**	BATTERY BOX SPACED 2", DROPPED 0"	0
O	8090003	**BATTERY BOX DRILLING**	BATTERY BOX LOCATION - SPEC DRIVEN	0
O	810092	**BATTERY**	3 JOHNSON CONTROL 31ECL 12V 2850CCA	35
O	8142000	**BATTERY SHUT-OFF SWITCH**	SHUTOFF W/LOCKOUT IN OFF ONLY & EMERGENCY JUMPER STUDS	220
S	7110001	**AIR TANK-BRAKE**	STEEL AIR TANKS	0
O	7090003	**AIR TANK DRILLING**	AIR TANKS LOCATION SPEC DRIVEN	0
I	7152001	**WET TANK DRAIN**	WABCO DV-2 AUTOMATIC W/ HEATER	0
S	715T003	**AIR RESERVOIR DRAIN SYSTEM**	CENTRAL MANIFOLD W/ PETCOCKS	0
O	713023	**AIR DRYER**	BENDIX ADIP W/HEAT	15
O	7100008	**AIR DRYER DRILLING**	AIR DRYER MTD OUTSIDE RAIL, RHS, SPEC DRIVEN	0
S	724001	**AIR LINES-CAB**	SAE J844 NYLON TUBING	0

CAB EXTERIOR

S	4510001	**STEP-CAB ACCESS, CAB MOUNTED**	DUAL SELF CLEANING CAB ENTRANCE STEPS	0
S	502001	**CAB DOORS**	STEEL	0
O	5140001	**CAB GUARD FRONT**	XPEDITOR CAB GUARD	365

S	6220017	**MIRRORS-DUAL WEST COAST**	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0
O	6230006	**MIRRORS-AUXILIARY HIGH MOUNT**	HIGH MOUNT 8" CONVEX, BLACK	95
S	630026	**HORN-AIR**	TWIN MOUNTED UNDER CAB	0
O	631002	**HORN-ELECTRIC**	DUAL	20
O	661002	**CAB TILT MECHANISM-C.O.E.**	HYDRAULIC TILT WITH AIR ASSIST	285
S	6720001	**GRILLE**	AUTOCAR GRILLE	0
S	675001	**BUG SCREENS**	BUG SCREEN MOUNTED BEHIND GRILLE	0
O	693002	**UNDERCOAT**	CAB CORROSION INHIBITOR	665

CAB INTERIOR

S	3800001	**STEERING WHEEL**	16" DIA. WHEEL, 2 SPOKE	0
S	3810002	**STEERING COLUMN**	TILT AND TELESCOPIC STEERING COLUMN	0
O	5202002	**SEAT-DRIVER**	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	100
O	5212001	**SEAT-PASSENGER**	SEARS C2+ SEAT, FIXED	125
O	5222001	**SEAT BELTS-DRIVER**	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	40
O	5232001	**SEAT BELTS-PASSENGER**	THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH	40
O	5260002	**SEAT INSERT**	MODURA, ASPHALT COLOR	0
S	538001	**CARPET & MAT**	MAT WITH FOAM BACK	0
S	5500001	**CENTER CONSOLE**	CENTER CONSOLE	0
S	5510001	**REAR CONSOLE**	REAR CONSOLE	0
S	547001	**INSULATION-CAB THERMAL**	THERMAL INSULATION KIT FOR CAB	0
S	5942001	**CIGAR LIGHTER**	ONE (1) POWER PORT AND ONE (1) USB POWER PORT	0
O	8750001	**ADDITIONAL ELEC. SWITCHES**	2 DASH SWITCHES, WIRED TO POWER	55

CAB CLIMATE CONTROL

S	0602001	**CAB TEMPERATURE SYSTEM**	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0
S	6092000	**AIR CONDITIONER AIR INTAKE FILTER**	AIR INLET 30 PPI DUST FILTER	0
S	612001	**AIR CONDITIONER CONDENSER**	STANDARD (RADIATOR MOUNTED)	0

GAUGES & INSTRUMENTATION

S	0572001	**INSTRUMENTS SALES PKG**	ADVANCED DIAGNOSTIC DISPLAY - V1	0

S	1430001	**TRUCK ELECTRICAL CONTROL MODULE**	VEHICLE CONTROL UNIT	0
S	1362000	**TACHOMETER/RPM TACHOGRAPH**	ELECTRONIC TACHOMETER	0
S	1372000	**GAUGE-HOURMETER**	HOURMETER INCLUDED IN ON BOARD DISPLAY	0
O	1390001	**GAUGE-ENGINE OIL TEMPERATURE**	ELECTRONIC ENGINE OIL TEMPERATURE	30
S	225009	**AIR INTAKE RESTRICTION INDICATOR**	GRADUATED, AIR CLEANER MOUNTED	0
O	3190001	**PTO CONTROLS**	PTO ELECTRIC CONTROL SWITCH	25
O	3360002	**GAUGE-REAR AXLE LUBE TEMPERATURE**	ELECTRONIC REAR AXLE LUBE TEMP. - DUAL	125
S	5712003	**GAUGE PANELS**	ALL GAUGES IMPERIAL	0
O	1472002	**VEHICLE MONITORING SYSTEM**	AUTOCAR GEOTAB TELEMATICS - FULL INSTALLATION	0

LIGHTING

S	8360003	**LAMPS-HEAD**	LED HEADLAMPS	0
O	8410003	**LAMPS-TURN SIGNAL - FRONT**	LED TURN SIGNALS, FRONT END LOADER PACKAGE	75
S	8510002	**LAMPS-MARKER**	AMBER LED ROOF MARKERS	0
S	859001	**LAMPS-RUNNING**	DAYTIME	0
S	8700001	**CIRCUIT PROTECTION DEVICE**	AUTO CIRCUIT BREAKERS	0

RADIO/MISC

S	509001	**KEY & LOCK SETS-IGN/DOORS**	DOOR & IGNITION SAME - UNIQUE PER TRUCK	0
O	509Q2002	**KEY QTY.**	2 ADDITIONAL KEYS PER TRUCK (4 TOTAL)	0
O	5902003	**RADIO**	AM/FM/USB/MP3/WB/BT W/O SHUTOFF IN REVERSE	40
O	59A0001	**RADIO MOUNTING LOCATION**	RADIO MOUNTED IN LHS HEADLINER	0
S	5910002	**ANTENNA/POWER SUPPLY**	ANTENNA - ROOF MOUNTED	0
O	596005	**RADIO SPEAKERS**	2 DUAL CONE SPEAKERS	35
O	9620001	**FIRE EXTINGUISHER**	DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT	200

FRONT TIRES / WHEELENDS

O	9310046	**TIRE MANUFACTURER & TREAD - FRONT**	MICHELIN XZU-S 2	470
S	930469	**TIRE SIZE & LOAD RANGE - FRONT**	315/80R22.5L	0
S	9050015	**WHEELS-DISC FRONT**	22.5X9.0" STEEL, 5.25" INSET, HAYES	0

REAR TIRES / WHEELENDS

I	9342029	**TIRE MANUFACTURER & TREAD - REAR**	MICHELIN X MULTI D+	64
S	933062	**TIRE SIZE & LOAD RANGE - REAR**	11R22.5H	0
O	9140014	**WHEELS-DISC REAR**	22.5X8.25" STEEL, 6.2" INSET, HAYES	-752

PAINT

O	9500036	**CAB PAINT SCHEME**	3 COLOR, 6 BREAK PAINT SCHEME	175
S	9550001	**CAB PAINT TYPE**	STANDARD WHITE	0
S	9801002	**CAB COLOR-FIRST**	APPROVED -=- DPSS-N0007EX -=- STANDARD WHITE N0007	0
A	981100	**CAB COLOR-SECOND**	Approved -=- DPSS-P3036EX -=- Black	410
A	9821000	**CAB COLOR-THIRD**	Approved -=- DPBC-P3305EW -=- Blue	425
S	9861U1	**CHASSIS COLOR**	BLACK P3036	0
S	987949	**BUMPER COLOR**	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0
S	988401	**DISC WHEEL OR RIM COLOR**	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0

ADDITIONAL OPTIONS

S	899002	**CHASSIS WARRANTY**	STANDARD WARRANTY	0
O	899A203	**TRANSMISSION WARRANTY**	ALLISON 5YR. EXT WARRANTY	1,609
O	899B516	**ENGINE WARRANTY**	2025 ISX12N_GE1_5 Years / 200,000 Miles_PP1_Matrix: ????	3,115
S	978015	**FLOOR PLAN**	15 DAYS FLOORING	0

OTHERS

S	9722025	**CERTIFICATION-EMISSIONS**	MY2025 ENGINE	0
O	4232003	**FUEL MANAGEMENT MODULE**	FMM PREP KIT SPEC DRIVEN FRAME MTD	0

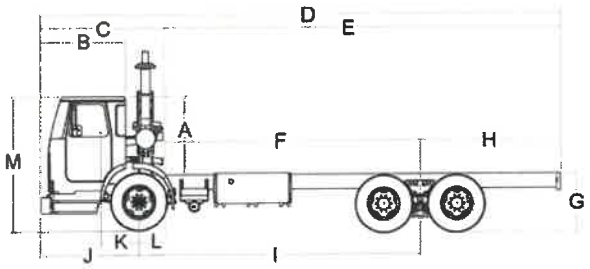
SUB TOTALS

BASE PRICE	244,356
FACTORY OPTION PRICE	57,703
DISTRIBUTOR OPTION PRICE	0

TOTALS

TOTAL PRICE ($)	302,059

Dimensions



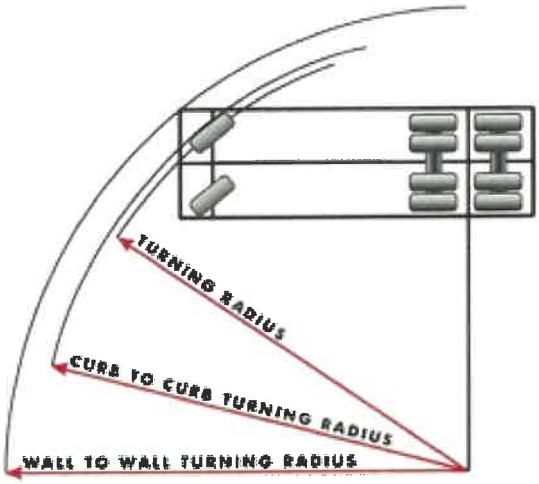
	Dimension(in)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	349.00	OVERALL LENGTH
E	254.00	EFFECTIVE CAB TO END OF FRAME
F	174.00	EFFECTIVE CAB TO REAR AXLE
G	41.20	UNLADEN FRAME HEIGHT
H	80.00	OVERHANG
I	198.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	100.20	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

02/13/2025

Turning Radius



	Dimension(ft)	Description
A	33.36	TURNING RADIUS
B	68.79	CURB TO CURB TURNING DIAMETER
C	74.98	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	ISX12N, 350 HP / 2100RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

GAWR, GVWR & Tire Pressure

02/13/2025

GVW Rating – 66,000#			
Front GAWR	**20,000#**	**Rear GAWR**	**46,000#**
Front Suspension	20,800#	Rear Suspension	46,000#
Front Wheels	20,000#	Rear Wheels	59,100#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	130.0	Rear PSI	105.0

Cummins Statement

02/13/2025

Cummins Inc. will claim all emissions credits authorized by EPA, CARB, or CARB-adopting state regulations for sale of our engines. This may result in products being ineligible for purchase using certain grant or incentive funding ("voluntary purchase incentive program(s)"). Purchasers and users of products are solely responsible for ensuring their compliance with the terms of any voluntary purchase incentive program(s).

Quote #: 202501014
Quote Date: 8/21/2025
Quote Valid Until: 9/21/2025

9818 Green Road
Converse, TX 78109

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Garcia

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
2023 Wittke Front Loader	Refuse	130 - 180 days ARC	Albuquerque	$231863.00

Equipment Detail

Quantity	Equipment Description
1	Wittke 40yd Capacity (34 6)
1	Toolbox on ICC Bumper Aluminium 15"D x 18"H x 34"W (Drop Door)
1	Chromium Carbide Packer Shoes and Rails
1	Vane Pump ilo Standard Gear - Front Mount
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Drive Position Main Control Pneumatic Joystick, 1 handle, arm and fork actuation
1	Access Door with Hinges
1	Broom and Shovel Behind Packer
1	Body Valve on Body Streetside Wall
1	3 Color Body Paint
1	9" color DVR monitor - Tailgate, Hopper
1	2X Envirolink Camera(s) - 2X Standard Position(s) With Heater/Without Shutter
1	Protection cages on cameras
1	Service Hoist (according to space availability)
1	Hopper Clean Out Sump with Door (Street Side)
1	Packer Cylinders: Telescopic · Double Acting - Nitrided with Durascope shavers
1	Throttle Advance Toggle Switch (ON/OFF/Auto)
1	8000 Lifting Arms

Quantity	Equipment Description
1	Forks Steel Thickness: 1½ in. ILO of 1 in. - (STD on Superduty)
1	Multifunction Light Package: Add. Lights on Tg.: 2/3 Lightbar Central Brake Light Multifunctions Lights (4) (X Pattern)
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Additional Work Light: Hopper - LED - Qty 1
1	Additional Work Light: LH Mirror facing hopper - LED - Qty 1
1	Lights: Behind Packer Work Lamp - LED - ON/OFF Switch

Additional Requests

Quantity	Description
1	Canopy with Pneumatic Extension
1	Add $1420 for High Pressure filter with dirt alarm
1	CNG System Roof Mounted - 5 Tanks 75 DGE
1	CNG Filling Port on Front Bumper Streetside
1	Ignition Interlock on Streetside Front Bumper Filling Port Cap

Terms and Conditions

Please read carefully. This quote becomes a sales order if signed by customer. Please, notify of any changes needed within five (5) days of signing.

X_____ Date:_____
Martin Garcia or Company Representative
By signing I confirm I have read and understand the terms and conditions on this Order.

Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!

VALDEZ, MARTIN J.

From: JARAMILLO, DAVID M.
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J.
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above**, I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez
Martin J Valdez (Sep 21, 2025 10:25:54 MDT)

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Sep 21, 2025 14:02:31 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 17, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Jesse Roach, Interim Public Utilities Director

RE: Water rate increase and rate structure change

EXECUTIVE SUMMARY:

This bill would increase the rates for City of Santa Fe Water (CoSF Water) utility service beginning in February of 2026 and then each January through 2030 for a total of five increases. This bill would also change the rate structure for residential accounts starting in 2027 by adding a third tier to residential water use rates. The average residential water bill would increase due to the combined effect of the rate increase and rate structure change, average users would see an increase in average monthly water bill in 2026, 2028, 2029, and 2030 with a one-time decrease in 2027 when the new rate structure goes into effect. Higher water users would see a greater water bill increase due to the implementation of the new rate structure.

BACKGROUND AND JUSTIFICATION:

Need for Rate Increase

Since water rates were last increased in 2013, general cost inflation has risen 41%, meaning CoSF Water's ability to fund operations and projects with rate revenue is significantly reduced. In addition, CoSF Water has four critically important capital projects in the planning or construction phases that must be completed to ensure a continued ability to provide a safe, reliable, and resilient supply of water to meet the needs of Santa Fe. These include major dam rehabilitation projects at both Nichols Dam and McClure Dam on the upper Santa Fe River, an upgrade to old and obsolete treatment plant processes at the Canyon Road Water Treatment Plant, and the San Juan Chama Return Flow Project, which is a key project to ensure future water resiliency. For a more in-depth explanation of the need for rate increases, please see the 16-minute presentation to City of Santa Fe Governing Body on April 30th, 2025. This presentation is available on the City's YouTube channel (https://www.youtube.com/@cityofsantafe) from minutes 16:50 – 32:50 of the meeting recording.

Desire for Rate Structure Change

In 2019 and 2020, a taskforce was assembled to engage with the City's financial consultant (FCS) on potential changes to the water rate structure. The taskforce included Public Utilities Department staff (PUD Department Director, Water Division Director, and Water Engineering Supervisor), two City Councilors (Rivera and Romero-Wirth), and three members of the public. The outcome of that effort included three recommendations:

1. Addition of a third tier to residential rates.

2. Consider breaking multi-family accounts into two groups, one with more than 8 units, and another with 8 or fewer under the assumption that multi-family accounts serving fewer units would have water usage similar to residential customers, and those with a high number of units would have water usage similar to commercial customers.
3. Delay a change to the rate structure until a rate increase was needed.

The rate structure proposed here addresses the first recommendation and the third. An analysis of multi-family customer water usage suggests no obvious change in water usage patterns as a function of number of units, so splitting that group is not currently under consideration.

Proposed Residential Rate Structure Change

The rate structure proposed here would add a third usage tier to the residential rate structure, and remove the current seasonality of the residential tiers, but leave all other rates with the current structure. The proposed, residential tier breaks are set at 4000 gallons and 7000 gallons per month based on average residential winter use of less than 4000 gallons per month, and the current 7000 gallon winter tier break. The new third tier (more than 7000 gallons per month year-round) volumetric cost is set to be equivalent to the current second tier cost, and then the first and second tier cost set to result in a revenue neutral structure change. 4000 gallons per month represents essential indoor use, and residential customers will pay less for these first 4000 gallons with the new rate structure than they have over the past decade. The first-tier size also matches the first tier of Santa Fe County water use rates. The amount charged for the new tiers is selected to reward low water use (customers who use less than 6000 gallons per month will see their average summer and winter bills both go down) and send a strong financial signal to high water users. In summary, the structure proposed here is only a change for the residential usage class and will reward conservation and recover additional revenue from higher water users (typically due to outdoor use). Due to active changes to the City's utility billing software the rate structure change would not be implemented until January 1, 2027. The rate structure and impacts to summer and winter bills for different usage amounts is shown on the final page of this memo.

Expected Change to Water Utility Bills

Effective February 1, 2026, water rates would increase under this proposal. The average water bill would increase about $2 per month, going from the current average of $44 per month to around $46 per month. Effective January 1, 2027, the new rate structure would be implemented with an additional rate increase. The effect of this combined rate structure change and rate increase would mean that starting in 2027, 75% of residential customers would see a one-year bill decrease during both the winter and summer. The customers representing the highest 5% of residential water users would see their bills rise in both winter and summer, while customers representing the highest 25% of residential water users would only see their summer bills rise. The average monthly residential bill of $46 in 2026 will go to $43 in 2027. In January of 2028, 2029, and 2030, the final three water rate increases proposed here would take effect, taking the average bill to $45, $47, and $49 respectively.

ATTACHMENTS:

Bill and FIR

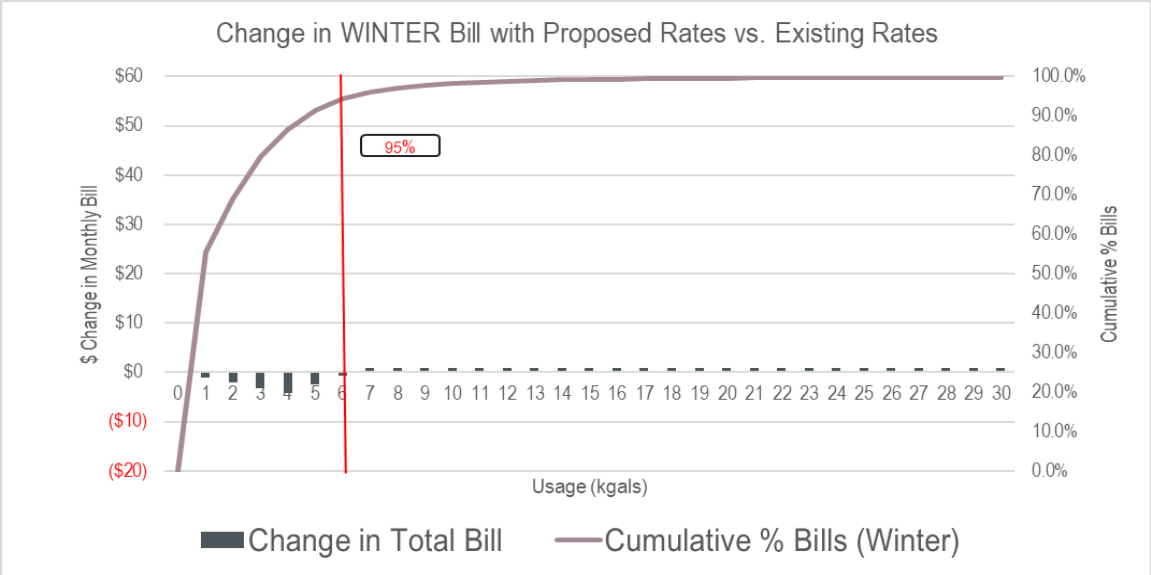
CITY OF SANTA FE

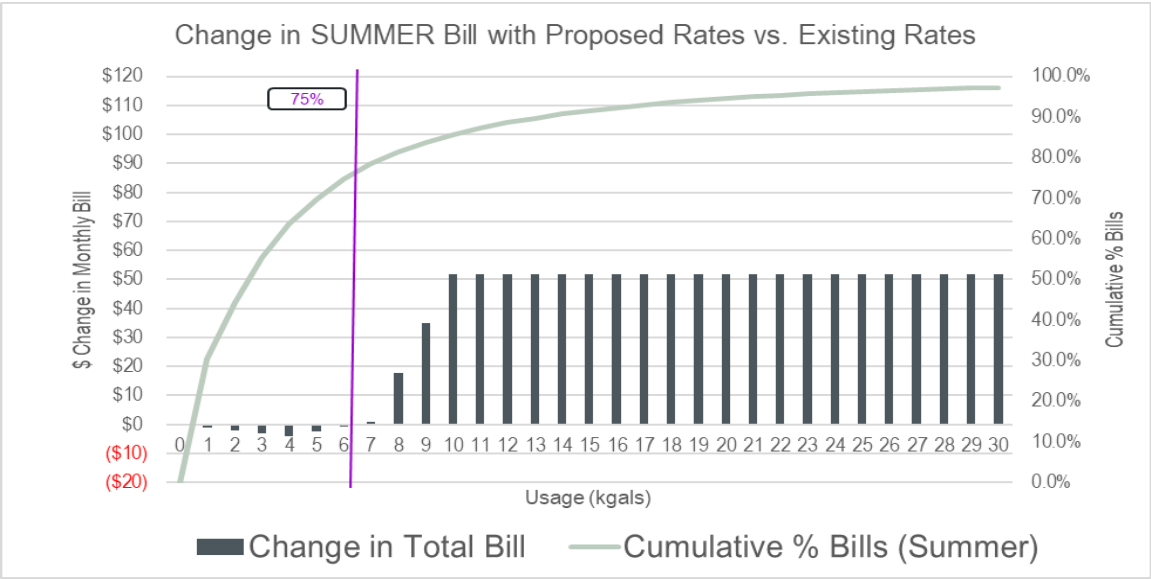
Memorandum

Proposed Residential Rate Structure

	Tier 1	Tier 2	Tier 3
Tier Thresholds (kgals)	4	7	7+
2027 Rates (per kgal)	**$5.50**	**$8.30**	**$23.50**
Ratio of Tiers	*1.0*	*1.5*	*4.27*

Tier 3 Fixed at $23.50 - ($21.72 current w/ 4 % increase FY26 & FY27)





CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-25

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A BILL

UPDATING THE RATES AND SERVICE CHARGES FOR WATER UTILITY SERVICES.

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

Section 1. Chapter 25, Exhibit B, Subsection 25-4.2, SFCC 1987 (being Ord. No. 2016-39, § 11, as amended) is amended to read:

EXHIBIT B

(Subsection 25-4.2)

WATER SERVICE RATE SCHEDULES

TABLE OF CONTENTS

Title	**Rate Schedule Number**
Monthly Service Charges [~~and Monthly Volume Rates~~]	1
[~~Effective March 1, 2009 through December 31, 2009~~] Monthly Volume Rates through December 31, 2026	[~~1~~]2A
[~~Effective January 1, 2010 through December 31, 2010~~]	[~~1~~]2B

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

Monthly Volume Rates beginning January 1, 2027	
[Effective January 1, 2011 through December 31, 2011]	[1C]
[Effective January 1, 2012 through December 31, 2012]	[1D]
[Effective January 1, 2013	[1E]
Private Fire Hydrant Service	[5]3
Fire Service Line	[6]4
Base Meter Service Charges	[7]5
Utility Expansion Charge	[8]6
Municipal Fire Hydrant Service	[9]7
Conservation Program Charge	[10]8
Potable Water Fill Station	[11]9
EFFECTIVE: JULY 1, 1995	
AMENDED: JANUARY 12, 2000 APRIL 11, 2001 MAY 9, 2001 SEPTEMBER 1, 2001 JANUARY 16, 2002 AUGUST 11, 2004 FEBRUARY 9, 2005 AUGUST 28, 2006 (EFFECTIVE JANUARY 1, 2007) OCTOBER 29, 2007 JANUARY 9, 2008 JANUARY 28, 2009 (EFFECTIVE MARCH 1, 2009) [Adoption Date] (EFFECTIVE FEBRUARY 1, 2026)	

RATE SCHEDULE 1[A]

[Effective March 1, 2009 through December 31, 2009]

~~[RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~**Meter Size**~~	~~**Monthly Service Charge**~~
~~5/8" or 3/4"~~	~~$13.44~~
~~1”~~	~~$26.88~~
~~1 1/2”~~	~~$53.75~~
~~2”~~	~~$107.51~~
~~3”~~	~~$215.02~~
~~4”~~	~~$389.71~~
~~6”~~	~~$860.06~~
~~8”~~	~~$1,531.98~~]

Monthly Service Charge for Residential, Multi-Family, and Commercial										
Meter Size	**Effective Date**									
	3/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3/8" or 3/4"	$13.44	$14.54	$15.73	$17.02	$18.42	$19	$20	$21	$22	$22
1”	$26.88	$29.08	$31.46	$34.04	$36.83	$38	$40	$41	$43	$45
1 ½”	$53.75	$58.16	$62.93	$68.09	$73.67	$77	$80	$83	$86	$90
2”	$107.51	$116.33	$125.87	$136.19	$147.36	$153	$159	$166	$172	$179
3”	$215.02	$232.65	$251.73	$272.37	$294.70	$306	$319	$331	$345	$359
4”	$389.71	$421.67	$456.25	$493.66	$534.14	$556	$578	$601	$625	$650
6”	$860.06	$930.58	$1,006.89	$1,089.45	$1,178.78	$1,226	$1,275	$1,326	$1,379	$1,434
8”	$1,531.98	$1,657.60	$1,793.52	$1,940.59	$2,099.72	$2,184	$2,271	$2,362	$2,456	$2,555

[MONTHLY VOLUME CHARGE		
	RESIDENTIAL	
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons $15.84/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for the first 10,000 gallons $15.84/1,000 gallons thereafter
1" meter	Sept. – April*	$04.43/1,000 gallons for the first 14,000 gallons $15.84/1,000 gallons there after
	May – Aug*	$04.43/1,000 gallons for first 20,000 gallons $15.84/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$04.43/1,000 gallons for first 28,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 40,000 gallons $15.84/1,000 gallons thereafter
2" meter	Sept. – April*	$04.43/1,000 gallons for first 56,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 80,000 gallons $15.84/1,000 gallons thereafter
3" meter	Sept. – April*	$04.43/1,000 gallons for first 112,000 gallons $15.84/1,000 gallons thereafter
	May –	$04.43/1,000 gallons for first 160,000 gallons

	~~Aug*~~	~~$15.84/1,000 gallons thereafter~~
~~4" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 203,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 290,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 448,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 640,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 798,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 1,140,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~]

RATE SCHEDULE 2A

Monthly Volume Rates Through December 31, 2026 for Residential, Multi-Family, and Commercial Meters ($/1,000 gallons)						
Tier\Effective Date	**3/1/2009**	**1/1/2010**	**1/1/2011**	**1/1/2012**	**1/1/2013**	**2/1/2026**
Tier 1	$4.43	$4.79	$5.18	$5.60	$6.06	$6.30
Tier 2	$15.84	$17.14	$18.55	$20.07	$21.72	$22.60

Water Tier Size (gallons per month)				
Meter Type and Size	**Tier 1**		**Tier 2**	
Residential and Multi-Family Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
All Meter Sizes	< = 700	< = 10,000	> 700	> 10,000
Commercial Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
5/8" and 3/4"	<= 7000	<= 10,000	> 7000	> 10,000
1"	<= 14,000	<= 20,000	> 14,000	> 20,000

1 1/2”	<= 28,000	<= 40,000	> 28,000	> 40,000
2”	<= 56,000	<= 80,000	> 56,000	> 80,000
3”	<= 112,000	<= 160,000	> 112,000	> 160,000
4”	<= 203,000	<= 290,000	> 203,000	> 290,000
6”	<= 448,000	<= 640,000	> 448,000	> 640,000
8”	<= 798,000	<= 1,140,000	> 798,000	> 1,140,000

*(Utility billing date)

RATE SCHEDULE [~~1~~]2B

[~~Effective January 1, 2010 through December 31, 2010~~]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$14.54~~
~~1"~~	~~$29.08~~
~~1½"~~	~~$58.16~~
~~2"~~	~~$116.33~~
~~3"~~	~~$232.65~~
~~4"~~	~~$421.67~~
~~6"~~	~~$930.58~~
~~8"~~	~~$1,657.60~~]

[~~MONTHLY VOLUME CHARGE~~		
~~RESIDENTIAL~~		
~~All meter sizes~~	~~Sept. – April*~~	~~$04.79/1,000 gallons for first 7,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~

	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons $17.14/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$04.79/1,000 gallons for first 7,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter
	May – Aug*	$04.79/1,000 gallons for first 10,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$04.79/1,000 gallons for first 7,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for the first 10,000 gallons $17.14/1,000 gallons thereafter
1" meter	Sept. – April*	$04.79/1,000 gallons for the first 14,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 20,000 gallons $17.14/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$04.79/1,000 gallons for first 28,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 40,000 gallons $17.14/1,000 gallons thereafter
2" meter	Sept. – April*	$04.79/1,000 gallons for first 56,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 80,000 gallons $17.14/1,000 gallons thereafter
3" meter	Sept. – April*	$04.79/1,000 gallons for first 112,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 160,000 gallons $17.14/1,000 gallons thereafter
4" meter	Sept. – April*	$04.79/1,000 gallons for first 203,000 gallons $17.14/1,000 gallons thereafter
	May –	$04.43/1,000 gallons for first 290,000 gallons

	~~Aug*~~	~~$17.14/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 448,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 640,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	$04.79/1,000 gallons for first 798,000 gallons $17.14/1,000 gallons thereafter
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 1,140,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~]

[~~(*utility billing date)~~]

Monthly Water Usage Charge for Residential Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$5.50	$5.70	$6.00	$6.20
Teir 2	$8.30	$8.60	$8.90	$9.30
Tier 3	$23.50	$24.40	$25.40	$26.40

Monthly Volume Rates for Multi-Family and Commercial Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$6.60	$6.80	$7.10	$7.40
Teir 2	$23.50	$24.40	$25.40	$26.40

Water Tier Sizes Effective January 1, 2027 (gallons per month)			
Meter Type and Size	**Tier 1**	**Tier 2**	**Tier 3**
Residential Meters	<= 4000	> 4000 to 7000	> 7000
Multi-Family and Commercial Meters	Same as Multi-Family and Commercial Meter Tiers		None

[~~RATE SCHEDULE 1C~~

~~Effective 1, 2011 through December 31, 2011~~]

[~~RESIDENTIAL, MULTI FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$15.73~~
~~1"~~	~~$31.46~~
~~1½"~~	~~$62.93~~
~~2"~~	~~$125.87~~
~~3"~~	~~$251.73~~
~~4"~~	~~$456.25~~
~~6"~~	~~$1,006.89~~
~~8"~~	~~$1,793.52~~]

[~~MONTHLY VOLUME CHARGE~~
~~RESIDENTIAL~~

All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $18.55/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for the first 10,000 gallons $18.55/1,000 gallons thereafter
1" meter	Sept. – April*	$05.18/1,000 gallons for the first 14,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 20,000 gallons $18.55/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.18/1,000 gallons for first 28,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 40,000 gallons $18.55/1,000 gallons thereafter
2" meter	Sept. – April*	$05.18/1,000 gallons for first 56,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 80,000 gallons $18.55/1,000 gallons thereafter
3" meter	Sept. – April*	$05.18/1,000 gallons for first 112,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 160,000 gallons $18.55/1,000 gallons thereafter
4" meter	Sept. –	$05.18/1,000 gallons for first 203,000 gallons

	~~April*~~	~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 290,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$05.18/1,000 gallons for first 448,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 640,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$05.18/1,000 gallons for first 798,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.18/1,000 gallons for first 1,140,000 gallons~~ ~~$18.55/1,000 gallons thereafter~~]

~~[RATE SCHEDULE 1D~~

~~Effective January 1, 2012 through December 31, 2012]~~

~~[RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$17.02~~
~~1"~~	~~$34.04~~
~~1½"~~	~~$68.09~~
~~2"~~	~~$136.19~~
~~3"~~	~~$272.37~~
~~4"~~	~~$493.66~~
~~6"~~	~~$1,089.45~~
~~8"~~	~~$1,940.59~~]

~~[MONTHLY VOLUME CHARGE~~
~~RESIDENTIAL~~

All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $20.07/1,000 gallons thereafter
MULTI-FAMILY		
All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.60/1,000 gallons for first 10,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for the first 10,000 gallons $20.07/1,000 gallons thereafter
1" meter	Sept. – April*	$05.60/1,000 gallons for the first 14,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 20,000 gallons $20.07/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.60/1,000 gallons for first 28,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 40,000 gallons $20.07/1,000 gallons thereafter
2" meter	Sept. – April*	$05.60/1,000 gallons for first 56,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 80,000 gallons $20.07/1,000 gallons thereafter
3" meter	Sept. – April*	$05.60/1,000 gallons for first 112,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 160,000 gallons $20.07/1,000 gallons thereafter
4" meter	Sept. –	$05.60/1,000 gallons for first 203,000 gallons

	~~April*~~	~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 290,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$05.60/1,000 gallons for first 448,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 640,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$05.60/1,000 gallons for first 798,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$05.60/1,000 gallons for first 1,140,000 gallons~~ ~~$20.07/1,000 gallons thereafter~~]

[~~*(utility billing date)~~]

[~~RATE SCHEDULE 1E~~

~~Effective January 1, 2013~~]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$18.42~~
~~1"~~	~~$36.83~~
~~1½"~~	~~$73.67~~
~~2"~~	~~$147.36~~
~~3"~~	~~$294.70~~
~~4"~~	~~$534.14~~
~~6"~~	~~$1,178.78~~
~~8"~~	~~$2,099.72~~]

[~~MONTHLY VOLUME CHARGE~~

RESIDENTIAL		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons $21.72/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for the first 10,000 gallons $21.72/1,000 gallons thereafter
1" meter	Sept. – April*	$06.06/1,000 gallons for the first 14,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 20,000 gallons $21.72/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$06.06/1,000 gallons for first 28,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 40,000 gallons $21.72/1,000 gallons thereafter
2" meter	Sept. – April*	$06.06/1,000 gallons for first 56,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 80,000 gallons $21.72/1,000 gallons thereafter
3" meter	Sept. – April*	$06.06/1,000 gallons for first 112,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 160,000 gallons $21.72/1,000 gallons thereafter

~~4" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 203,000 gallons~~ ~~$21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 290,000 gallons~~ ~~$21.72/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 448,000 gallons~~ ~~$21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 640,000 gallons~~ ~~$21.72/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 798,000 gallons~~ ~~$21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 1,140,000 gallons~~ ~~$21.72/1,000 gallons thereafter~~]

[~~*(utility billing date)~~]

APPLICABILITY: The water rate schedules effective February 1, 2026, reflect an increase of [~~8.20~~]4% per year. [~~Any federal or state funds that are received for water projects covered in the water division's 10-year plan adopted by Resolution No. 2009-17 shall be used solely for reducing the rate increases that are planned for the four years subsequent to adoption of Ordinance No. 2009-2. None of these funds shall be used for plan expansion.~~] The applicable rate shall be based upon the character of service as set forth in Rule 3 of Exhibit A, Chapter 25 SFCC 1987. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

FIRE PROTECTION CHARGE: If the customer has a fire service line or lines for standby fire protection, the appropriate rate as provided in Rate Schedule 6, Fire Service Line, shall also be charged.

IRRIGATION METER: If the customer has an additional meter installed primarily for irrigation or other outdoor uses such as, but not limited to, pool or spa filling or vehicle washing, the same commodity and system charge as set forth above shall apply.

SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

MINIMUM CHARGE: The minimum charge under this Schedule shall be the monthly service charge.

~~[REVIEW: Upon adoption of Ordinance No. 2009-2, the water division shall immediately begin a rate structure review. As part of this review, a recommendation shall be produced regarding a third tier for excessive use of water for Rate Schedule 1, an expansion of the poverty exemption set forth in 15-1.3 SFCC 1987 for low/fixed income customers, and an increase in the utility expansion charge set forth in Rate Schedule 8. The review and recommendation shall be completed as soon as possible in order to be in place for the May 2009 billing date.]~~

USE OF SERVICE: Service shall not be resold or shared with others.

ADDITIONS AND EXTENSIONS: Additions or extensions under this Schedule shall be subject to the availability of existing water lines of adequate capacity to provide the service requested. The City shall not be required for purposes of supplying service hereunder to increase the capacity of its mains or to make any extensions thereto. Subject to the foregoing provisions, additional points of delivery may be requested, and the City, upon receipt of such requisition, shall furnish the water service in accordance with the rates contained in this Schedule.

OTHER CONDITIONS: Other conditions pertaining to application of service, water taps, disconnection and reconnection of service, responsibility for payment of bills, and other conditions

are provided for in the City's Rules and Regulations, available at its Water Services Division's office.

SERVICE APPLICATION: All applications for services for one inch (1") and larger meters shall be covered by written agreement on the City's standard application form.

~~**[CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 1A***~~

~~**RESERVED**~~

~~*Former Rate Schedule 1A, Multi-Family Residential Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 40. Former Rate Schedule 1A shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 2***~~

~~**RESERVED**~~

~~*Former Rate Schedule 2, Small Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 41. Former Rate Schedule 2 shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 3***~~

~~**RESERVED**~~

~~*Former Rate Schedule 3, Large Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 42. Former Rate Schedule 3 shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 4***~~

~~**RESERVED**~~

~~*Former Rate Schedule 4, Special Charges, previously codified herein, was repealed by Ordinance No. 2006-53, § 43. Former Rate Schedule 4 shall remain in effect until January 1, 2007.~~]

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~5~~]3

PRIVATE FIRE HYDRANT SERVICE

APPLICABILITY: This rate applies to owners of private fire hydrants used for fire protection only. This Schedule is not applicable to resale, breakdown, or standby service.

AVAILABILITY: Available only to installation existing and in service under this Schedule on or before June 30, 1969.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATES: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each private fire hydrant, [~~$54.52 per year~~] annual fees as shown below, payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
Through 1/31/2026	$54.52	per year
2/1/2026	$57	per year
1/1/2027	$59	per year
1/1/2028	$61	per year
1/1/2029	$64	per year

1/1/2030	$66	per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~6~~]4

FIRE SERVICE LINE

APPLICABILITY: This Fire Service Line rate applies to those individual customers who have a fire service line. This Schedule is not applicable to resale or breakdown service. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire service lines shall be the sum of A and B:

A.

[~~Fire Service Line~~	~~Monthly Charge~~
~~3”~~	~~$21.19~~
~~4”~~	~~34.68~~
~~6”~~	~~68.39~~
~~8”~~	~~108.84~~
~~10”~~	~~159.89~~
~~NOTE: Fire service lines will be billed on per customer basis.~~]	

Monthly Fire Service Charge

Fire Service Line Meter Size \ Effective Date	Through 1/31/2026	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3"	$21.19	$22	$23	$24	$25	$26
4"	34.68	$36	$38	$39	$41	$42
6"	68.39	$71	$74	$77	$80	$83
8"	108.84	$113	$118	$122	$127	$132
10"	159.89	$166	$173	$180	$187	$195

NOTE: Fire service lines will be billed on a per customer basis.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right

or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~7~~]5

BASE METER SERVICE INSTALLATION CHARGES

APPLICABILITY: This Base Meter rate is applicable to all 3/4-inch, 1-inch, 1 1/2-inch, and 2-inch services installed by the City in dirt, gravel, and paved streets. This Schedule is not applicable to the installation of services larger than 2-inches, nor to services installed in subdivisions. Larger services and subdivision services will be installed under special contract provisions.

Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for Base Meter Service Installation Charges shall be the sum of A, B, and C:

A. SERVICE INSTALLATION LABOR AND MATERIAL CHARGES:

Service installations require a three person crew which includes a lead operator, an entry operator, and an equipment (backhoe) operator for approximately 6 hours for dirt or gravel

installations without curb, gutter, or sidewalk, and approximately 8 hours for installations in roads that are paved or have concrete curbs, gutters, and sidewalks. Estimated fully loaded labor rates (cost to City including benefits) and the resulting meter installation labor fee are shown in the table below for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

~~[Service~~	~~Dirt or Gravel~~	~~Paved~~	
~~¾ inch~~	~~$554.75~~	~~$1,026.83~~	
~~1 inch~~	~~$592.23~~	~~$1,064.31~~	
~~Service~~	~~Dirt W/Main Back of Curb~~	~~Gravel~~	~~Paved~~
~~1½ inch~~	~~$1,276.80~~	~~$1,372.43~~	~~$1,876.31~~
~~Service~~	~~Street W/Mains Back of Curb~~	~~Gravel~~	~~Paved~~
~~2 inch~~	~~$1,447.24~~	~~$1,542.87~~	~~$2,046.74~~]

	Fully Loaded Labor Rates Used For Meter Installation Calculations			
Laborer\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
Lead Operator Hourly	$ 65	$ 68	$ 71	$ 75
Entry Operator Hourly	$ 31	$ 33	$ 35	$ 37
Equipment Operator Hourly	$ 44	$ 46	$ 48	$ 50
Crew Total Hourly	$ 140	$ 147	$ 154	$ 162
6 hour Labor Cost (Dirt and Gravel)	$ 840	$ 882	$ 924	$ 972
8 hour Labor Cost (Paved and/or Sidewalk)	$ 1,120	$ 1,176	$ 1,232	$ 1,296

Materials required for installation may include but are not limited to a saddle, pipe, fittings, meter can, check valve, and meter yoke. The following table shows parts costs used to calculate installation charges for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

	Material Costs for New Meter Service (not including meter cost)			
Service Size\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
5/8 and ¾-inch	$ 1,640	$ 1,720	$ 1,810	$ 1,900
1"	$ 2,460	$ 2,580	$ 2,710	$ 2,850
1 1/2"	$ 3,480	$ 3,650	$ 3,830	$ 4,030
2"	$ 6,290	$ 6,610	$ 6,940	$ 7,280

The meter cost is added to the labor and material costs in development of the total service installation labor and materials charges.

B. CHARGES FOR RESTORATION OF STREET OR ROAD SURFACE: The customer shall be assessed any cost related to the excavation or the restoration of street and road surfaces, curbs and gutters and sidewalks, including governmental permits, as may be required in compliance with applicable state or local government statutes, ordinances or regulations.

C. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and

levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~8~~]6

UTILITY EXPANSION CHARGE

APPLICABILITY: This Utility Expansion Charge is applicable to all new customers for connection with the City's system. Installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record shall not be considered a new customer subject to application of the Utility Expansion Charge. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the City of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the City of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the City of Santa Fe.

UTILITY EXPANSION CHARGE (UEC): The rate for the UEC shall be the sum of A and B.

A. CHARGE:

1. The Charge for a ⅝" meter service is [~~$2,013.00.~~] as follows:

	UEC for 5/8" meter					
Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
UEC	$ 2,013	$ 2,516	$ 2,617	$ 2,722	$ 2,830	$ 2,944

2. The Charge for a ⅝" meter service for the following is $[~~800.00~~]1,000.

a. Santa Fe Homes Program for-sale or for-rent units as defined in Section 26-1 SFCC 1987;

b. Housing opportunity program home or housing opportunity program rental unit subject to a valid housing opportunity program agreement; or

c. A low priced dwelling unit as defined in Section 26-2 SFCC 1987.

3. The Charge for each meter service size shall be determined by multiplying the Charge for a ⅝" meter service by the applicable equivalent meter EQM Factor.

4. The other meter service sizes are [~~as follows~~] calculated by multiplying the applicable charge for a **⅝**" meter by the EQM Factor shown in the following table:

Meter Service	EQM Factor	[~~UEC~~
¾"	1.5	~~$3,019.00~~
1"	2.5	~~5,032.00~~
1½"	5[~~.0~~]	~~10,065.00~~
2"	8[~~.0~~]	~~16,104.00~~
3"	15[~~.6~~]	~~31,402.00~~
4”	25[~~.0~~]	~~50,325.00~~
6”	50[~~.0~~]	~~100,650.00~~
8”	80[~~.0~~]	~~161,040.00~~]

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

C. VARIANCE: In the event a developer makes an advance payment for project costs, which payment covers all costs pertaining to the project in question which are included in the UEC calculation, he/she shall upon application to the governing body of the city of Santa Fe be entitled to a variance excusing him/her from payment of the UEC. A qualifying project within the Midtown LINC Overlay District, as defined in Subsection 14-5.5(D)(4)(b) SFCC 1987, is exempt from payment of the UEC.

TERMS OF PAYMENT: The UEC is due when notice is provided to the Customer prior to installation of the service line.

SERVICE APPLICATION: The UEC shall apply to new services, not including the installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record, located anywhere within the water service area approved by the City.

(Ord. No. 2016-39 § 11)

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~9~~]7

MUNICIPAL FIRE HYDRANT SERVICE

APPLICABILITY: Hydrants for the city of Santa Fe for fire protection, street cleaning, and sewer flushing. This Schedule is not applicable to resale, breakdown, or standby service. Service will be furnished in accordance with the City's Rules and Regulations covering water service available at the City's offices which Rules or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each municipal fire hydrant installed[~~– $46.72 per annum~~] annual fees as shown below payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
	$46.72	per hydrant per year
2/1/2026	$49	per hydrant per year
1/1/2027	$51	per hydrant per year
1/1/2028	$53	per hydrant per year
1/1/2029	$55	per hydrant per year
1/1/2030	$57	per hydrant per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the Utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rate set forth above is net and payable from date of bill.

AVAILABILITY: Available to the City of Santa Fe, New Mexico for all hydrant service. Available under this Schedule are the following types of hydrants:

a. Standard 4-inch inlet 2-nozzle hydrants.

b. Standard 6-inch inlet with two 2½-inch hose nozzles and one standard 4½-inch pumper nozzle.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~10~~]8

CONSERVATION PROGRAM CHARGE

APPLICABILITY: In addition to the charges set forth elsewhere in Exhibit B of Chapter XXV SFCC 1987, all customers, except those that qualify for the poverty exemption set forth in subsection 15-1.3 SFCC 1987, shall pay a once per year conservation program charge. The charge shall be included in the customers' April water bill. Multi-family service customers shall be billed on a quarterly basis. The revenue collected shall be specifically set aside to fund water conservation programs of the city.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The charge for the conservation program shall be the following:

[~~SINGLE FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$4.00~~
~~¾"~~	~~$4.00~~
~~1"~~	~~$6.00~~
~~1.5"~~	~~$9.00~~
~~2"~~	~~$9.00~~
~~MULTI FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$8.00~~
~~¾"~~	~~$15.00~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$50.00~~

~~2”~~	~~$105.00~~
~~3”~~	~~$150.00~~
~~4”~~	~~$305.00~~
~~6”~~	~~$525.00~~
~~8”~~	~~$750.00~~
~~COMMERCIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$5.00~~
~~¾"~~	~~$12.50~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$32.00~~
~~2"~~	~~$65.00~~
~~3"~~	~~$110.00~~
~~4"~~	~~$200.00~~
~~6"~~	~~$285.00~~
~~8"~~	~~$350.00~~]

Conservation Fee by Meter Type and Date						
SINGLE FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
¾"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
1"	$6	$6.20	$6.50	$6.70	$7.00	$7.30

1.5"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
2"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
MULTI-FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$8	$8.30	$8.70	$9.00	$9.40	$9.70
¾"	$15	$15.60	$16.20	$16.90	$17.50	$18.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$50	$52.00	$54.10	$56.20	$58.50	$60.80
2"	$105	$109.20	$113.60	$118.10	$122.80	$127.70
3"	$150	$156.00	$162.20	$168.70	$175.50	$182.50
4"	$305	$317.20	$329.90	$343.10	$356.80	$371.10
6"	$525	$546.00	$567.80	$590.60	$614.20	$638.70
8"	$750	$780.00	$811.20	$843.60	$877.40	$912.50
COMMERCIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$5	$5.20	$5.40	$5.60	$5.80	$6.10
¾"	$12.50	$13.00	$13.50	$14.10	$14.60	$15.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$32	$33.30	$34.60	$36.00	$37.40	$38.90
2"	$65	$67.60	$70.30	$73.10	$76.00	$79.10
3"	$110	$114.40	$119.00	$123.70	$128.70	$133.80
4"	$200	$208.00	$216.30	$225.00	$234.00	$243.30

6"	$285	$296.40	$308.30	$320.60	$333.40	$346.70
8"	$350	$364.00	$378.60	$393.70	$409.50	$425.80

TERMS OF PAYMENT: The charge set forth above is payable within twenty (20) days from date of bill.

REVIEW OF FEE. The governing body shall review the conservation fee every two (2) years after the date of adoption.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~11~~]9

POTABLE WATER FILL STATION

APPLICABILITY: Water dispensed from the city's potable water fill station.

POTABLE WATER FILL STATION RATE:

A. CHARGES:

1. Base Rate: [~~$2.05 per 500 gallons or portion thereof~~] same as Tier 1 Commercial Usage Rate, charged per gallon

2. Surcharges

a. Water conservation surcharge (as an overlay onto the base rate) shall apply to water dispensed May 1 through October 31 [~~$0.50 per 500 gallons or portion thereof~~] with a 25% surcharge to base rate.

b. During Water Emergency Management Stages 2 or 3, surcharges (as an overlay onto the base rate) [~~$1.00 per 500 gallons or portion thereof~~] are a 50% surcharge to base rate.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: The above charges shall be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax

Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

OTHER CONDITIONS:

A. Upon the water division's approval of an application, the following may purchase water from the city's potable water fill station:

1. A customer of the city's water, sewer or refuse utilities; or

2. A person living within the city limits.

B. Payment is due at the time the application for water is approved by the water division, prior to dispensing.

C. The amount shall not exceed 5,000 gallons per purchase, not to exceed 20,000 gallons per month per purchaser.

D. There is no restriction on where the water may be used; however, the water shall be subject to the same use restrictions as all other city water set forth in this chapter including, but not limited to, conservation, water waste and emergency water regulations. Violations shall be subject to the same enforcement as other violations of this chapter.

E. The purchaser or their representative shall have, in their possession at the time and place of use of the water, the receipt from the city for the water.

F. During Water Emergency Management Stage 4, water shall not be dispensed at the potable water fill station.

G. The above conditions may be waived by the water division director, or [~~his or her~~] their designee, if it is determined that an emergency exists and that the water is necessary for the public's health, safety and welfare.

H. The city reserves the right to prohibit or limit the sale of water at the potable water fill station as it may deem necessary to protect the city's water supply and comply with the intent of the provisions of this chapter.

~~**[CITY OF SANTA FE**~~

~~**EMERGENCY WATER REGULATIONS**~~

~~**"WATER WARNING - ORANGE"**~~

~~**IMPLEMENTATION STAGE]**~~

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 24, 2025 16:21:16 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10718.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Water Utility Rate Update

Sponsor(s): Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jame Cassutt

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Jesse Roach, Interim Public Utilities Director **Date:** September 25, 2025

Phone: (505) 955- 4309

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 24, 2025 16:21:16 MDT) **Date:** 10/24/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
If this bill is adopted, the rates for water utilities would increase 4% each year for five years, beginning February 1, 2026. The rate *structure* for residential water users would also change on January 1, 2027.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the water rates will remain unchanged, and the ability of the water utility to provide a safe, reliable, and resilient water supply to meet the needs of Santa Fe will, in the long term, be severely compromised.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Implementing the Bill will require updates to utility billing software.

Fiscal Implications:
This rate increase is designed to generate revenue to support City of Santa Fe Water's operations budget and increased capital spending to update aging infrastructure and design and build a large project to increase water supply.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$0.7M	$2.14M	$3.65M	R	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Revenues for FY 2026-2028 from financial model projections with 4% rate increase. For FY26, the rate increase is effective for less than ½ of the fiscal year.

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: November 4, 2025

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

From: Sidney Snyder, Santa Fe Park Ranger Supervisor

Via: Melissa McDonald, Parks and Open Spaces Division Director
Sam Burnett, Interim Public Works Department Director

RE: New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

---

EXECUTIVE SUMMARY:

The Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT") under the Que Linda Beautification Program, to control and remove little from the roads, highways, trails, and open space in Santa Fe. The grant amount is ninety thousand dollars ($90,000). All allocated funds must be spent by June 30, 2026.

BACKGROUND:

The purpose of the Que Linda Beautification Program is to control litter throughout New Mexico, Under the authority delegated to the NMDOT by the "Clean Highway Act", NMSA 1978, Sections 67-15-1 to -4.

The State of New Mexico first awarded this grant to the City last year to initiate the implementation of an ongoing program to reduce litter and beautify Santa Fe. The scope of work funded by this agency grant includes development and implementation of community outreach, partnerships with local nonprofits, and program management by existing staff.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

A RESOLUTION

ACCEPTING A GRANT FROM THE QUE LINDA BEAUTIFICATION PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION; ENTERING INTO A GRANT AGREEMENT FOR A TOTAL AMOUNT OF $90,000.00, TERM ENDING JUNE 30, 2026; IDENTIFYING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE AS THE SIGNATORY FOR THE AGREEMENT.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter into a grant agreement ("Agreement"), in the total amount of ninety thousand dollars $90,000.00, term ending June 30, 2026, under the "Que Linda Beautification Program" ("Program"), attached and incorporated as Exhibit A, the purpose of which is to control and remove litter from the roads and highways in Santa Fe; and

WHEREAS, costs that exceed the ninety thousand dollars ($90,000) are not covered in the Agreement; and

WHEREAS, the purpose of the Agreement is to partially fund "a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to

the maximum extent possible"; and

WHEREAS, Section 3 of the Agreement states that the City must "adopt a written resolution of Program supports that includes a commitment to funding, ownership, liability, and maintenance".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Agreement, for a total amount of $90,000, and with a term ending June 30, 2026, included as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that the City Manger or the City Manager's designee is authorized to sign the agreement.

BE IT FURTHER RESOLVED that all allocated funds must be spent by June 30, 2026, and the City incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.

BE IT FURTHER RESOLVED that the City is responsible for the Agreement; assumes the lead role in execution of the Agreement; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibility for all amenities related to the completion of the work described in the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 09:31:59 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/NMDOT Que Linda Grant Agreement

Exhibit A

Contract Number: _____
Vendor No.:.....
Project No.: _____
Control No: _____

NEW MEXCIO DEPARTMENT OF TRANSPORTATION
QUE LINDA BEAUTIFICATION PROGRAM
GRANT AGREEMENT

This 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.

RECITALS

WHEREAS, the purpose of the Que Linda Beautification Program (Program) is to accomplish litter control throughout New Mexico, under the authority delegated to the Department by the "Clean Highways Act," NMSA 1978, Section 67-15-1 to -4 (Act) to conduct a permanent and continuous program to control and remove litter from the roads and highways of New Mexico to the maximum extent possible;

WHEREAS, the Department was appropriated funding through the General Appropriation Act, Laws 2024, Chapter 64, Section 11, for roadway beautification and litter control, of which a portion is being used for the purposes of carrying out the provisions of the Act; and

WHEREAS, the Act provides that the Department may enter into agreements and provide a Program for the purposes of carrying out the provisions of the Act.

AGREEMENT

Now, therefore, the Parties agree as follows:

1. Program Funding.

a. The Department hereby awards $90,000 to partially fund the Budget (Appendix A) with the purpose of conducting a permanent and continuous program to control and remove litter from the roads, highways and open space of New Mexico to the maximum extent possible.
b. The Grantee is responsible for all costs that exceed Program funding.
c. All allocated funds must be spent by June 30, 2026.
d. All allocated funds are eligible to be reallocated pursuant to Section 19.
e. The Grantee must repay Program funding to the Department if:
    1. The Program is cancelled or partially performed.
    2. A final audit conducted by the Department determines the following:
        i. an overpayment,
        ii. unexpended funds, or
        iii. ineligible expenses.

2. The Department:

a. Shall distribute the funds, identified in Section l(a), in a lump sum to the Grantee after:

1. The Department has received this Agreement fully executed with a Resolution of Sponsorship.

b. May perform Program monitoring that might consist of the following:

1. Conduct a review of the Grantee's performance and administration of the Program funds identified in Section l(a).
2. Conduct a review of subcontracts for administration of the Program funds.

3. The Grantee Shall:

a. Perform and participate in the Program by accomplishing the following:

1. Participating in 3 technical assistance meetings with the Que Linda Director for the development of a local beautification program plan;
2. Creating and adopting a formal local beautification program plan;
3. Hosting a minimum of 3 events in alignment with the 11 strategies of the Que Linda Program (Appendix D); and
4. Completing a minimum of 2 contracts in alignment with the 11 strategies of the Que Linda Program (Appendix D).

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Adopt a written resolution of Program support that includes a commitment to funding, ownership, liability and maintenance.

d. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.

e. Meet with the Department, as needed, or provide Program status reports within 30 days of request.

f. Acknowledge that the Department reserves the right to unilaterally adjust, modify, or cancel any and all funding identified in Section l(a) in order to ensure the expenditure of all funds.

g. Agree and acknowledge Program funds shall not be used for purposes other than those outlined and specified in Appendix A.

h. Comply with Department mandatory reporting requirements:

1. The Grantee shall submit an annual report on the progress of activities during the funding period.
2. The Grantee must participate in a minimum of 75% (3 out of 4) of the Que Linda statewide cohort meetings.

i. Agree that Program funds must be expended on or before June 30, 2026.

4. Both Parties Agree:

a. The inability to properly complete and administer the Program may result in the Grantee being

denied future Program funding.

b. The Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the Program funding noted in Section l(a).

5. Term.

This Agreement becomes effective upon signature of the Parties. The effective date is the date when the last party signed the Agreement on the signature page blow. This Agreement tenninates at 11:59:59 p.m. on June 30, 2026, unless terminated earlier as provided under this Agreement.

6. Termination.

The Department may tenninate this Agreement for any reason, by giving the Grantee 30 days written notice. On receipt of written notice from the Department, the Grantee shall suspend all Program activities unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to the date of the written notice requiring termination. Neither Party has any obligations after termination, except as stated in Section l(e) and 15.

7. **Notices.**

For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

To the Department:

Amy Whitfield, Special Director
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, NM 87504-1149
Phone: 505-309-1066
Email: Amy.Whitfield@dot.nm.gov

To the Grantee:

Mark Scott, City Manager

200 Lincoln Ave
Santa Fe, NM 87501
Phone:
Email:

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 to -27.

10. Scope of Agreement.
This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the parties, except that this Agreement does not supersede the Grantee's rights under any other grant Agreement.

11. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

12. Legal Compliance.
The Grantee shall comply with all applicable federal, state, and local laws, regulations and Department policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Grantee shall include the requirements of this Section 12 in each contract and subcontract at all tiers.

13. Equal Opportunity Compliance.
The Parties agree to abide by all federal and state laws and rules and regulations, and executive orders, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

14. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Grantee, and the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Grantee and the Legislature, this Agreement will terminate upon written notice being given by one Party to the other. The Department and Grantee are expressly not committed to expenditure of any funds until such time as they are budgeted, encumbered, and approved for expenditure.

15. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Grantee shall maintain all records and documents relating to the Program for a minimum of 5 years after completion. The Grantee shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Program, the Grantee shall reimburse that portion to the Department within thirty (30)

days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

16. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

17. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-l(G).

18. Amendment.
This Agreement may be amended by an instrument in writing executed by the Parties.

19. Reallocation of Funding.
The Grantee may request reallocation of the Program Funds from any Budget (Appendix A) item to other identified Budget items. The Grantee must submit a written request with the proposed Budget detailing the reallocation amount and the identified Budget item(s) and costs of which funds are being reallocated. The Grantee shall be allowed to reallocate pursuant to the written request upon receipt of approval from the Department and executed Amendment by the Parties pursuant to Section 18.

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

Approved as to form and legal sufficiency.

By: _____ Date: _____
Office of General Counsel

City of Santa Fe

By: _____ Date: _____
Mark Scott, City Manager

Attest

By: _____ Date: _____
Andrea Salazar, City Clerk

Approved as to form and legal sufficiency.

By: Kevin L. Nault Date: Oct 31, 2025
Kevin L. Nault (Oct 31, 2025 15:57:56 MDT)
Kevin Nault, Assistant City Attorney

Finance Department:

By: _____ Date: _____
Emily Oster, Finance Director

Appendix A: Project Budget and Scope of Work

Scope of Work. The Grantee shall complete and oversee the following activities.

Activities. The Grantee shall complete and oversee the following Que Linda Grant related activities in support of the Program, as situated in the Public Works Department, Parks and Open Space Division and under the oversight and in coordination with Department consultation. The Grantee is responsible for:

a. Contract organization for Project Management.
b. Partner with local nonprofit to host cleanup events and promote anti-litter messaging;
d. Partner with local nonprofit to organize volunteer cleanup events, and report illegal trash dumping;
e. Facilitate purchasing, shipping and contracted installation of trash cans.
f. Facilitate Volunteer Appreciation Event
g. Facilitate printing of interpretive materials and interpretive panels for trash cans.

Project Budget 1
See email attachment *''Appendix A_Que Linda FY26_Budget Tracking''*.

11 Strategies of Que Linda Statewide Beautification

Student Service Learning:

Leveraging local high school students provide three benefits: 1) creates a very affordable resource to help keep communities clean; 2) provides high school students with opportunities to engage in community service; 3) creates local ambassadors that spread anti-litter messaging.

Local high schools must incorporate service-learning requirements in certain courses. The requirements shall require a certain number of community service hours which can be met through participation in trash pickup and graffiti removal/prevention programs.

Litter Abatement Alternatives to Penalty Fines:

This program would serve as a resource for municipal and county court systems. For various reasons, residents are assessed penalties or court fees associated with a crime. In many instances, individuals cannot afford to pay the cost. As an alternative, the individual could be assigned to a local trash pickup and graffiti removal/prevention program.

Use of Corrections Contractors:

The New Mexico Corrections Department offers litter pickup, general landscaping and graffiti clean-up services. Cost for services range but are highly competitive. LBPs can leverage services for contract maintenance of their property.

County Inmate Litter Abatement Program:

Utilizing incarcerated individuals for trash pickup is a long-standing practice. Oftentimes county-run facilities are discouraged to establish this program because inmates are incarcerated for short periods. Nonetheless, an established program could put short-term inmates to work immediately. The County correctional facility would establish the program that utilizes inmates to perform trash pickup services. This program would provide the service to the LBP.

Elementary Anti-Litter Education Campaign:

The State of NM is rolling out a new anti-litter campaign. It can provide media to local elementary schools that incorporate anti-litter activities into their curriculum. Activities could include coloring contests, recording radio ads, writing letters to newspapers, campus clean up days, recycling programs, etc. This program is integral to building ambassadors among the youth in the community who will have a positive influence within their families.

Business Corridor Adoption Program:

Engaging businesses in an effort to keep cities clean is longstanding. Typically businesses would adopt a corridor and become responsible for its upkeep. In this program, the business would simply provide a financial sponsorship. The sponsorship would go to the LBP who would utilize the resources for contract maintenance.

Reporting Illegal Trash Dumping Hotline:

Illegal dumping is a major issue in several communities. It's typically driven by limited options for legal dumping. When residents dump illegally, or lose trash because of an unsecured load, the trash often includes personal identifiable information. Local law enforcement agencies shall establish a hotline or online portal where this information could be anonymously obtained. Penalties for violators would need to be established in ordinance.

Secure Loads Establishment and Enforcement:

Unsecure loads is a major cause of messy roadways. Local governments must put an ordinance in place that establishes a penalty for driving with an unsecured load. In addition to this penalty, trash collection centers must impose a fee when a resident arrives with an unsecured load.

Establish Free Weekend Events at Collection Centers:

Affordability may be an issue for some residents. If trash authorities were to provide "Free Weekends" once a month, it would encourage residents to dump legally.

Neighbor Rates at Collection Centers:

Some communities and counties do not have adequate access to a collection center, therefore, an established "Neighbor Rate" at the closest facility will encourage residents to dump trash legally.

Community Trash Pick-up Events:

Some residents, for various reasons, are unable to take trash to a collection center on their own. This program would identify weekends, throughout the year, when trash authorities, together with volunteers, would pick up trash and deliver it to a collection center. Residents would need to signup for this service and provide a justification.

(Insert “Que Linda Resolution FY26_Resolution FIR” found in email attachment)

FIR No. 10725.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): New Mexico Department of Transportation Que Linda Beautification Program Grant Agreement

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Public Works Department

Staff Completing FIR: Sidney Snyder, Santa Fe Park Ranger Supervisor **Date:** 11/4/2025
Phone: 505-795-4679

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 09:31:59 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
This Resolution accepts a Grant Agreement, administered by the New Mexico Department of Transportation ("NMDOT"), under the Que Linda Beautification Program ("Program"), to conduct a permanent and continuous program to control and remove litter from the roads and highways in Santa Fe. The grant amount is ninety thousand dollars ($90,000). All allocated funds must be spent by June 30, 2026.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive the Program Grant from NMDOT in the amount of ninety thousand dollars ($90,000). The City will also not completed the listed scope of work to control litter and enhance beautification.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Public Works Department and Open Space Park Rangers will implement the work required by the grant. Administration of the grant will be preformed by the Public Works Department and Finance Department.

Fiscal Implications:
The City would receive ninety thousand dollars ($90,000) to conduct the scope of work in the grant. The cost of the scope of work is not expected to exceed the grant amount.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$36,500	$	$		NR	100	$36,500
Operating	$ 53,500	$	$		NR	100	$53,500
Total:	$ 90,000	$	$				$90,000

Expenditure Narrative:
Contractual expenditures include the purchase and delivery of trash cans, coordination of the volunteers, and project management services to carry out the work. Operating expenses encompass various costs associated with project management, outreach, and interpretive messaging.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$ 90,000	$	$		100
Total	$ 90,000	$	$		

Revenue Narrative: The grant revenue will be recognized in fund 100 to fund program expenditures above.

Signature:

Email: mamcdonald@santafenm.gov

Signature:

Email: sksnyder@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 23, 2025

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

From: Sam Burnett, Interim Public Works Department Director
Marci Eannario, Legislation and Policy Innovation Manager
Christine Spiers, Legislative Assistant

Via: Erin K. McSherry, City Attorney EM
Mark Scott, City Manager

RE: 2026 Legislative Priorities

EXECUTIVE SUMMARY:

The proposed resolution establishes the City of Santa Fe's ("City's") priorities for the 2026 Legislative Session. The resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities for the Governing Body.

The capital outlay requests this year are those adopted as the top five requests in the City's ICIP list. Specifically, they include the following items: 1) permanent and transitional housing to end veteran, youth, and chronic homelessness, 2) replacement of the Paseo Real Wastewater Reclamation Facility, 3) the Police Training Facility Project, 4) the Santa Fe Regional Airport Terminal Expansion Phase II, 5) the Midtown Redevelopment Infrastructure Improvements.

This resolution also includes district-specific capital outlay requests as follows: funding for the Arroya Torreon Stabilization project in District 1, funding for the Ragle Park Baseball Field Upgrades in District 2, funding for the Santa Fe Beautification projects construction in District 3, funding for the Herb Martinez Park Improvements in District 4.

The policy priorities include, but are not limited to, the expansion of affordable housing availability, expansion of services for homeless families and individuals; support for the City and Santa Fe County partnership, "CONNECT"; support for economic mobility efforts related to community and economic development; support for violence intervention programs; support for addressing fentanyl as a community health crisis through meaningful partnerships between State, County and City agencies; support for water conservation, recycling, and other environmental

priorities; elimination of the three percent property tax increase on non-owner-occupied residences; and a statewide business licensing system.

BACKGROUND:

Every year the Governing Body adopts capital outlay and policy priorities for the Legislature's consideration during the next legislative session. The City has successfully lobbied for numerous capita outlay projects and policy issues in the past. Some items included in the resolution have been policy priorities for multiple years.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ESTABLISHING THE CITY OF SANTA FE'S PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 57TH LEGISLATURE – STATE OF NEW MEXICO – SECOND SESSION, 2026.

WHEREAS, the 30-day Legislative Session ("Legislative Session") of the 2026 New Mexico State Legislature ("Legislature") begins on January 20, 2026, and ends on February 19, 2026; and

WHEREAS, the Governing Body desires to establish City of Santa Fe ("City") legislative priorities to be considered by the City's legislative delegation and the Legislature; and

WHEREAS, the Governing Body's legislative priorities include City-wide capital outlay priorities, statutory priorities, general fund priorities, City Council District capital outlay priorities, and other legislative priorities beneficial to the City to be pursued during the Legislative Session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby adopts priorities for the Legislative Session, consistent with Resolution No. 2025-44 (adopting the City's Infrastructure Capital Improvements Plan ("ICIP") for 2027-2031) and as specified below. The specific amount requested from the legislature

for each project is either all or part of the City's Fiscal Year 2027 budget as represented in the ICIP for each project.

1. From any statewide capital outlay initiative associated with homelessness and housing, the City requests funding in the amount of **$10,000,000** for permanent and transitional housing to end veteran, youth, and chronic homelessness;

2. From any statewide capital outlay initiative associated with water and wastewater, the City requests funding in the amount of **$5,000,000** for the replacement Paseo Real Wastewater Reclamation Facility;

3. From any statewide capital outlay initiative associated with public safety, the City requests funding in the amount of **$750,000** for the Police Training Facility project.

4. From any statewide capital outlay initiative associated with airports, regional transportation and economic development, the City requests funding in the amount of **$5,000,000** for the Santa Fe Regional Airport Terminal Expansion Phase II.

5. From any statewide capital outlay initiative associated with economic development, affordable housing, and urban redevelopment, the City requests funding in the amount of **$10,000,000** for the Midtown Redevelopment Infrastructure Improvements.

BE IT FURTHER RESOLVED that, as is consistent with Resolution No. 2022-12 (establishing next steps for the Midtown Property), the Governing Body requests the Legislature enact a Joint Resolution ratifying and approving the transfer of one or more tracts of City-owned real property to the State of New Mexico Department of Public Safety in trade and exchange for the transfer of multiple tracts of State-owned real property to the City of Santa Fe, New Mexico for the Midtown Redevelopment Project, including the property known as "Tract O", instrument #2052655.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that funds the New Mexico Department of Transportation for capital projects within Santa Fe, especially for the following:

1. Cerrillos Road Phase III reconstruction project, which is shovel-ready and will improve a gateway to downtown Santa Fe for end-of-life replacement of signals on US 285;
2. St. Francis Drive within Santa Fe's city limits, with emphasis on the West Alameda Street and St. Francis intersection.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that enhances the Downtown Improvement District of Santa Fe including such items as revised streetscapes, improved signage, placemaking, Americans with Disabilities Act considerations, and litter collection.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature support legislation that promotes water reuse and water planning and other legislation designed to improve overall sustainability at the state and local level.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would support municipal recycling programs and other programs that support recycling market development.

BE IT FURTHER RESOLVED that the Governing Body hereby establishes the following City Council District capital outlay legislative funding priorities for improvements of citywide infrastructure for consideration by the Legislature during the Legislative Session:

1. For a capital outlay initiative located within **City Council District 1**, **$1,000,000** for Arroyo Torreon Stabilization project to address erosion of [soil on properties with?] affordable housing.
2. For a capital outlay initiative located within **City Council District 2**, **$1,000,000** for the Ragle Park Baseball Field Upgrades.
3. For a capital outlay initiative located within **City Council District 3**, **$1,000,000** for Santa Fe Median Beautification Project construction.
4. For a capital outlay initiative located within **City Council District 4**, **$875,000** for Herb Martinez Park Improvements for safety, accessibility, and sustainability.

BE IT FURTHER RESOLVED that, consistent with Resolution No. 2023-32, the Governing

Body hereby establishes the following capital outlay legislative funding priority for any initiative associated with public safety: **$1,150,000** to plan, design, and construct much needed renovations of the Municipal Court building including adding security measures.

BE IT FURTHER RESOLVED that the Governing Body supports legislation to restrict deadly weapons in public buildings unless a local government opts out of the restriction and place a constitutional referendum on the ballot to permit municipalities and counties to restrict firearms to the extent constitutionally permissible, while continuing to disallow municipalities and counties from regulating firearms in a manner that is less restrictive than the State.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses the following firearms legislation:

1. Creating a New Mexico Office of Gun Violence Prevention;
2. Funding for regional and/or local collaboration to address youth gun violence;
3. Raising the age of purchase for certain rifles;
4. Banning assault-style weapons;
5. Creating mandatory minimum sentencing for illegal firearms trafficking; and
6. Enhancing the penalty for the illegal possession of a firearm during any crime, including during the illegal sale of drugs.

BE IT FURTHER RESOLVED that the Governing Body supports continued funding for the Violence Intervention Program fund, including money for operational capacity.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses funding for interventions and responses to domestic violence, sexual assault, and human trafficking, including the expansion of a coordinated, comprehensive approach that benefits both the survivor and the perpetrator.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of the establishment of the Santa Fe County Detox Center that would serve the residents of Santa Fe and northern New Mexico.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses funding mental health and behavioral health programs focused on addressing the needs of residents and individuals struggling with mental illness and/or substance abuse or addiction, including the expansion or augmentation of treatment opportunities and facilities to support that treatment.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses appropriations for mental health and behavioral health programs, including the development of the Santa Fe County's Youth Behavioral Health Center and the La Salla Center, focused on addressing the needs of residents and individuals struggling with mental illness and/or substance abuse or addiction, including the expansion or augmentation of treatment opportunities and facilities to support that treatment.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation that supports meaningful partnerships between State, county, and municipal governmental agencies to address fentanyl as a health crisis by removing barriers to services for those struggling with addiction, supporting the coordination of response efforts, and funding such initiatives.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature appropriate money from the general fund to support the City's "Alternative Response Unit", which allows law enforcement officers to work with the Santa Fe Fire Department and with case managers under the supervision of a licensed clinical social worker to redirect persons who are experiencing non-violent mental health episodes, public intoxication, and/or who may be suspected of involvement in non-violent, low-level crimes, to alternative, community-based services in lieu of prosecution or jail.

BE IT FURTHER RESOLVED that, as is consistent with Resolution No. 2022-47 (supporting state and federal legislation protecting the right to a safe abortion), the Governing Body endorses legislation that supports reproductive rights and that would codify the right to safe abortion into law.

BE IT FURTHER RESOLVED that, as is consistent with initiatives such as what is contained in Resolution No. 2024-29, the Governing Body supports the rights of the LGBTQIA+ population such that every individual, regardless of the individual's reproductive choices, sexual orientation, or gender identity, can live, work, and pursue their dreams free from discrimination and prejudice and supports legislation that preserves and protects the rights of the LGBTQIA+ community.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation and allocation of funding designed to interrupt intergenerational cycles of poverty, such as appropriations for operations of a state-wide pilot program that provides a monthly, guaranteed income.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that improves broadband infrastructure in Santa Fe and throughout the state, specifically as it relates to associated community and economic development.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation and funding that supports the rights of the disability community, that advances disability access in public spaces, and that allows for individuals to live, work, and pursue their dreams free from discrimination and prejudice.

BE IT FURTHER RESOLVED that, as is consistent MOA No. 2020-0629, the Governing Body supports legislation dedicated to the City and Santa Fe County partnership program, "CONNECT," defined by the City and County as "a network of navigators at clinics, community organizations, and city and county programs," which has successfully connected approximately ten thousand (10,000) Santa Fe County residents with resources such as housing, food, transportation, childcare, and other essential needs.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that supports the development and construction of affordable and workforce housing to decrease and/or subsidize the cost of housing for residents of Santa Fe and New Mexico.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation

and appropriations that::

- Increase housing availability, including transitional housing options tailored to the individual's needs, and expands available social services for homeless families and individuals, including those who are chronically homeless, veterans experiencing homelessness, and young people experiencing homelessness, as well as those living in outdoor unsupervised encampments;
- Expand program staff that supports the goals of housing preservation and homelessness prevention, emergency shelter, building housing units, individual housing vouchers, project-based housing vouchers, supportive services, and system infrastructure; and
- Replenish and seek a recurring funding source to support New Mexico Mortgage Finance Authority's Housing Trust Fund.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation that expands the permitted uses of existing lodgers' tax, or creates an additional lodgers' tax, to defray the cost of providing affordable housing and permanent supportive housing and addressing the needs of low-income people by providing wraparound services such as childcare and/or that leverages federal funding for affordable housing.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would eliminate the three percent (3%) cap on annual property tax increases on residences that are not owner-occupied as the owner's principal place of residence.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation that increases the likelihood of local governments recruiting, retaining, promoting, and housing first responders and Alternative Response Unit case workers and behavioral health employees in the communities in which they serve to improve public safety and enhance emergency response capacity.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that slows down the timeline for eviction, connects tenants to rental

assistance resources, and improves opportunities for mediation between renters and landlords.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation promoting the facilitation of community efforts to address the cleanup of trash, litter, and weeds which may include methods such as using compost and chipping, with a specific emphasis on elevating the quality of the City's roadways, rights of way, medians, arroyos, open spaces, trails, and parks.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses legislation or appropriations to improve the environment, enhance the quality of the City's public spaces, and achieve its sustainability goals, including, but not limited to, funding for projects and programs that support water conservation, erosion control, tree planting, biodiversity, outdoor recreation, and public art.

BE IT FURTHER RESOLVED that that Governing Body re-affirms its support for and endorsement of legislation that

- Establishes an "extended producer responsibility" program that requires manufacturers and retailers to be responsible for the costs associated with a product throughout its life cycle, from creation to disposal, and/or re-use;
- Advances the environmental sustainability goals of the City, including legislation that facilitates renewable energy generation and interconnection, energy storage, building electrification, public transportation, complete streets, carbon neutrality, net-zero greenhouse gas emissions, community solar, and watershed restoration and forest fire mitigation; and/or
- Expands the Air Quality Control Act, NMSA 1978, § 74-2-2(J), to include an express option for local governments to opt-in to an emissions inspections program.

BE IT FURTHER RESOLVED that the Governing Body supports continued study and analysis of how to improve emergency response, preparation, and management strategies for addressing environmental and radiological emergencies, which could include climate change adaptation strategies

and development of, and improvement to, emergency management infrastructure.

BE IT FURTHER RESOLVED that the Governing Body supports appropriations to New Mexico's Department of Cultural Affairs in support of the expansion of local library programming for local communities.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation that supports childcare as a guaranteed, basic right for families.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation that would improve and expand early childhood education, with an emphasis on the following initiatives: infant and toddler care; capital improvements for center-based and in-home care; stipend-based training opportunities for the family, friends, and neighbor network (FFN); and investment in pre-apprentice and apprenticeship programs to develop the early childcare educator pipeline.

BE IT FURTHER RESOLVED that the Governing Body supports investing in pre-apprentice and apprenticeship programs to develop the early childcare educator pipeline and expanding the workforce to run such programs.

BE IT FURTHER RESOLVED that the City continues to support statewide paid sick leave legislation, as described in the City's Resolution No. 2021-11, unanimously passed by the members of the Governing Body in 2021.

BE IT FURTHER RESOLVED that the Governing Body endorses legislation for Paid Family and Medical Leave in support of providing care for new children and/or ill family members.

BE IT FURTHER RESOLVED that the Governing Body supports the appropriation of funds for New Mexico-grown fresh fruits and vegetables for school and senior meals programs and related education programs for schools and farmers.

BE IT FURTHER RESOLVED that the Governing Body urges the legislature to address the underfunding of the Public Employees Retirement Association pension plans.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature ensure that hold harmless payments to counties and municipalities are not eliminated or further reduced and returned to their original schedule; ensure that any tax reform continues to hold counties and municipalities harmless in lieu of the enactment of legislation reinstating the gross receipts tax on food and medical; and that protects local governments' annual revenues if the Legislature enacts legislation modifying State gross receipts tax deductions and exemptions.

BE IT FURTHER RESOLVED that the Governing Body supports legislation that creates a major entertainment venue in Santa Fe for sports, concerts, and music festivals, specifically for economic development.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature adopt legislation that pertains to statewide business licensing to permit business owners to operate in all cities, counties, and municipalities, provided business owners comply with local land use and safety requirements.

BE IT FURTHER RESOLVED that the Governing Body directs the City's lobbyist to undertake the following actions:

- Work with the New Mexico Municipal League in support of Municipal League 2025 Legislative Priority from which the City would benefit from the passage of such initiative;
- Prioritize capital outlay projects included in the City ICIP Priority List;
- Work to advance any legislation introduced during the Legislative Session deemed to be beneficial to the City; and
- Oppose legislation introduced during the Legislative Session deemed to be detrimental to the City.

BE IT FURTHER RESOLVED that while this Resolution represents a majority of the intent of the Governing Body as to 2025 legislative priorities, other timely priorities may be approved by the Governing Body, incorporated into the City's legislative agenda, and forwarded to the City's lobbying

team for action.

BE IT FURTHER RESOLVED that the City Clerk be directed to forward a copy of this Resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

PASSED, APPROVED, and ADOPTED this ____ day of ____, 2026.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Nov 7, 2025 16:14:34 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Legislative Priorities 2026

FIR No. 10721.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2026 Legislative Priorities

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Works Department and City Attorney's Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager and Christine Spiers, Legislative Assistant **Date:** 10/23/2025 **Phone:** (505) 955-6581; (505) 955-6692

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 16:14:34 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The proposed resolution establishes the City of Santa Fe's ("City's") legislative priorities for the State of New Mexico's 2026 Legislative Session. The Resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities.

Departments Affected:
All departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will have limited capital outlay and policy priorities identified prior to the 2026 New Mexico Legislative Session.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The resolution would direct the City Clerk to send the adopted resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: mscott@santafenm.gov

Signature:

Email: cmspiers@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

FINANCE

DATE: November 6, 2025

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, 2025 (First Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) 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 2025/26 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 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): 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 2025/26 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 2025/26 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 $212,821,777 and a net increase to the overall revenue budget of $74,320,594. The resulting net expenditure increase of $138,501,183 (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. 2025-__

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 2026.

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 2026 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 this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 15:16:55 MST)

ERIN K. McSHERRY, CITY ATTORNEY

EXHIBIT A

CITY OF SANTA FE

1st QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2025/26 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
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	Re-appropriation from unspent FY25 CBA allocation to support incentives and related FICA expenses for AFSCME eployees *[CC apvd. 9/24/25 #9-L]*	$ 611,452	$ -	$ (611,452)
100	General Fund	Appropriation from available balance to fund the Ambulance Supplemental Payment Program intergovernmental transfers *[CC apvd. 8/27/25, #9-p]*	583,621	-	(583,621)
100	General Fund	Re-appropriation of previous year one-time funding for professional contracts, equipment and machinery *[CC apvd. 9/10/25 #9-q, -r]*	475,504	-	(475,504)
100	General Fund	Re-appropriation unspent prior year budget for Council Chamber remodel *[CC apvd. 6/11/25, #9-e]*	400,000	-	(400,000)
100	General Fund	Re-appropriation unspent prior year budget for intersection markings city-wide *[CC apvd. 9/24/25, #9-d]*	290,671	-	(290,671)
100	General Fund	Appropriation from NM Crime Victims Reparations Commission STOP Violence Agaist Women Act to fund a domestic violence response team *[CC apvd. 9/24/25, #9-e]*	(13,272)	-	13,272
210	Capital Equipment Reserve	Transfer of FY25 auction proceeds to CIP construction for vehicle replacements *[CC apvd. 7/11/25 #9-d]*	126,000	126,000	-
212	Economic Development	Re-appropriation of unspent prior year one time funding for various ongoing Metropolitan Redevelopment Agency projects *[CC apvd. 8/27/25, #9-q]*	78,285	-	(78,285)
213	Lodgers' Tax Fund	Re-appropriation from unspent FY25 one-time funding for contracted security services for the downtown area *[CC apvd. 8/27/25, #9-0]*	244,838	-	(244,838)
213	Lodgers' Tax Fund	Appropriation of NM Tourism Department Cooperative Marketing and Advertising Program grant *[CC apvd. 7/30/2025, #9-m]*	44,283	44,283	-
223	Law Enforcement	Appropriation of NM DOH grant for a coordinated community response to community violence *[CC apvd. 8/13/25, #9-o]*	460,000	460,000	-
232	Impact Fees Fund	Allocation of roads impact fees for the Guadalupe Street CIP project *[CC apvd. 7/30/2025, #9-h]*	1,220,000		(1,220,000)
232	Impact Fees Fund	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project *[CC apvd. 6/25/25, #10-i]*	42,792	-	(42,792)
233	Transportation Grants	Adjustment to NM DOT Ridefinders grant based on final award *[CC apvd. 9/10/25, #9-e]*	-	287,052	287,052
240	Community Development	Re-appropriation of unspent prior year grant funding for professional contracts *[CC apvd. 7/30/2025, #9-j]*	3,400,000	-	(3,400,000)
240	Community Development	Appropriation from NM Department of Workforce Solutions grant to fund street outreach, and improvements to the homelessness response operations *[CC apvd. 9/24/25, #10-b]*	1,642,023	1,642,023	-
240	Community Development	Re-appropriation of unspent prior year budget for the Mayors for a Guaranteed Income program *[CC apvd. 7/30/2025, #10-d]*	1,000,000	-	(1,000,000)
240	Community Development	Re-allocation of funding for ARPA term Economic Development Specialist position to the correct location *[CC apvd. 6/25/25, #9-dd]*	97,208	97,208	-
240	Community Development	Appropriation from NM Crime Victims Reparations Commission STOP Violence Agaist Women Act to fund a domestic violence response team *[CC apvd. 9/24/25, #9-e]*	77,210		(77,210)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
325	CIP Special Projects	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 9/10/2025, #9-c]*	3,683,246	1,893,185	(1,790,061)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for Questica and Vertosoft software implementation *[CC apvd. 9/10/25 #9-s]*	845,551	-	(845,551)
330	CIP Streets & Roadways	Allocation of roads impact fees for the Guadalupe Street CIP project *[CC apvd. 7/30/2025, #9-h]*	1,220,000	1,220,000	-
330	CIP Streets & Roadways	Appropriation of NM DFA grant funding for Tierra Contenta Trail improvements *[CC apvd. 7/30/2025, #9-g]*	300,000	300,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Governor Miles Road improvements project *[CC apvd. 6/25/25, #9-bb]*	150,000	150,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT/US DOT-FHWA grant to support the Agua Fria/Cottonwood Roundabout CIP project *[CC apvd. 9/24/25, #10-a]*	65,729	65,729	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project *[CC apvd. 6/25/25, #10-i]*	42,792	42,792	-
345	CIP Community Development	Appropriation of NM DFA grant to fund permanent and transitional housing to end homelessness *[CC apvd. 8/27/25, #9-m]*	400,000	400,000	-
355	CIP Parks and Trails	Appropriation of NM grant for SWAN Park improvement project Phase 2 *[CC apvd. 7/30/2025, #9-e]*	380,000	380,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Shelby Street pedestrian bridge replacement *[CC apvd. 9/24/25 #9-f]*	250,000	250,000	-
365	½% GRT Income Fund	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates *[CC apvd. 9/10/2025, #9-c]*	1,893,185	-	(1,893,185)
365	½% GRT Income Fund	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair *[CC apvd. 8/13/25, #10-a]*	222,098	-	(222,098)
365	½% GRT Income Fund	Allocation of FY25 auction proceeds for vehicle replacements *[CC apvd. 7/11/25 #9-d]*	126,000	126,000	-
500	Waste Water Management	Appropriation from available balance to extend on-call engineering services contracts *[CC apvd. 7/9/25, #9-h, 7/30/25 #10-b, 8/13/25, #9-c, 8/27/25, #9-e, 8/29/25, #9-i]*	6,322,825	-	(6,322,825)
500	Waste Water Management	Appropriation from available balance to fund on-call construction services *[CC apvd. 8/27/25 #9-d, 9/10/25 #9-b, 9/24/25 #9-o/#9q]*	5,409,375	-	(5,409,375)
500	Waste Water Management	Appropriation from available balance to fund professional contracts *[CC apvd. 8/13/25, #9-j, 9/10/25 #9-d]*	1,752,053	-	(1,752,053)
500	Waste Water Management	Appropriation from available balance for temporary staffing *[CC apvd. 6/25/25, #9-z, 8/27/25, #9-f]]*	824,885	-	(824,885)
500	Waste Water Management	Appropriation from available balance for sewage sludge disposal services *[CC apvd. 9/24/25, #9-n]*	500,000	-	(500,000)
505	Water Management	Appropriation from available balance to fund Water CIP construction contracts *[CC appvd. 8/27/25, #9g/#9h, 9/10/25, #9-f]*	15,540,938	-	(15,540,938)
505	Water Management	Appropriation from available balance for on-call engineering services for Water CIP projects *[CC apvd. 6/25/25, #10-a, 8/27/25, #9-k]*	3,420,561	-	(3,420,561)
505	Water Management	Appropriation from available balance for emergency construction services *[CC apvd. 6/25/25, #10-b]*	540,938	-	(540,938)
540	Transit Bus System	Appropriation of NM DFA grant for Transit agency operations *[CC apvd. 9/10/25, #9-n]*	-	2,005,789	2,005,789
545	Airport	Appropriation of NMDOT Rural Air Service Enhancement program grant for air service to Los Angeles *[CC apvd. 9/10/25, #9-g]*	1,000,000	1,000,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
545	Airport	Adjustment to NM DOT grant based on final award *[CC apvd. 7/9/25, #9-e]*	3,799	3,799	-
550	Genoveva Chavez Community Ctr	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair *[CC apvd. 8/13/25, #10-a]*	222,098	222,098	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 55,896,688***	***$ 10,715,958***	***$ (45,180,730)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [B]

AMENDMENTS TO FY 2025/26 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A), (B), AND (G)

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
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 for Police vehicles, equipment, and maintenance costs	$ 2,815,940	$ -	$ (2,815,940)
100	General Fund	Re-appropriation from unspent prior year capital budget	932,461	-	(932,461)
100	General Fund	Re-appropriation from unspent FY25 capital budgets to fund equipment purchases for Parks	253,091	-	(253,091)
100	General Fund	Re-appropriation of unspent prior year Public Works grants and capital budget	183,750	-	(183,750)
100	General Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	64,935	-	(64,935)
100	General Fund	Re-appropriation of one-time funding for professional contracts	60,000	-	(60,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for enhancements to communications and outreach efforts in the Office of Affordable Housing	60,000	-	(60,000)
100	General Fund	Re-appropriation of unspent FY25 budget to purchase new asset management and work order system	54,702	-	(54,702)
100	General Fund	Re-appropriation of unspent prior year budget for Fire professional contracts	52,223	52,223	-
100	General Fund	Re-appropriation of unspent FY25 one-time funding for fiscal agent fees and legislative grants for Public Works	46,027	-	(46,027)
100	General Fund	Re-appropriation of unspent prior year one-time funding for Bicentennial Tot Pool improvements	40,000	-	(40,000)
100	General Fund	Re-appropriation of unspent prior year one-time funding for temporary salaries	40,000	-	(40,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for upgrades to courtroom audio/video equipment	33,000	-	(33,000)
100	General Fund	Re-appropriation of previous year one-time funding for Library exterior security cameras	25,000	-	(25,000)
100	General Fund	Adjustment to ITT internal service charges to Facilities for hardware purchases	11,140	11,140	-
100	General Fund	Re-appropriation of unspent prior year budget for Parks service contracts	7,022	-	(7,022)
100	General Fund	Correction to allocation of interest on investments from original budget upload	(20,215)	-	20,215
100	General Fund	Correction to allocation of interest on investments from original budget upload	(22,866)	-	22,866
212	Economic Development	Re-appropriation of unspent prior year budget for design services for ongoing projects	3,217,714	-	(3,217,714)
212	Economic Development	Re-appropriation of unspent prior year grant funding for ongoing projects	350,365	-	(350,365)
212	Economic Development	Re-appropriation of prior year Creative Industries Grant award to connect entrepreneurs with resources for growth and development	100,000	-	(100,000)
213	Lodgers' Tax Fund	Re-appropriation of unspent prior year budget for the Greer Garson Theater feasibility study project	60,000	-	(60,000)
221	Emergency Services	Re-appropriation of unspent prior year NM State Fire Fund grant for Fire operations	653,452	-	(653,452)
221	Emergency Services	Re-appropriation of unspent prior year grant funding for Emergency Management projects	163,509	163,509	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
221	Emergency Services	Appropriation of Firehouse Subs Public Safety Foundation grant for the procurement of gas detectors and accessories	23,609	23,609	-
223	Law Enforcement	Re-appropriation of unspent prior year budget for Police vehicles, equipment, and maintenance costs	617,674	-	(617,674)
223	Law Enforcement	Re-appropriation of unspent prior year grant funding for the Youth Community Violence Interruption project	447,750	447,750	-
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects	3,468,529	1,085,188	(2,383,341)
240	Community Development	Re-appropriation of unspent prior year NM DFA grant supporting coronavirus recovery for the SF Community Housing Authority	2,000,000	2,000,000	-
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund ongoing human services-related projects	1,512,703	-	(1,512,703)
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund behavioral health & community violence intervention	808,769	-	(808,769)
240	Community Development	Adjustment to re-budget remaining portion of prior year appropriation for behavioral health & community violence intervention	86,455	-	(86,455)
251	Library Fund	Re-appropriation of prior year one-time funding for Library exterior security cameras	25,000	-	(25,000)
255	Quality of Life Fund	Re-appropriation of unspent prior year budget for ongoing projects	30,978	-	(30,978)
256	Recreation Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	227,300	-	(227,300)
260	Santa Fe Film Office	Re-appropriation from prior year budget for office space lease costs	41,500	-	(41,500)
260	Santa Fe Film Office	Re-appropriation from unspent prior year budget to cover various operating expenses	25,244	-	(25,244)
315	Resource Conservation CIP	Adjustment to re-budget remaining portion of multi-year grant capital funds for microgrids	500,033	375,025	(125,008)
315	CIP Resource Conservation	Re-appropriation of unspent prior year Public Works grants and capital budgets	14,251	-	(14,251)
315	Resource Conservation CIP	Appropriation from available balance to fund microgrids	794	794	-
320	CIP Facilities	Re-appropriation of unspent prior year grants and capital budget for ongoing Facilities projects	13,392,555	1,882,324	(11,510,231)
320	CIP Facilities	Re-appropriation of unspent prior year budget for La Familia roof replacement	1,400,000	-	(1,400,000)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	15,139,257	6,775,207	(8,364,050)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year Public Works grants and capital budgets	273,079	-	(273,079)
345	CIP Community Development	Re-appropriation of unspent prior year grants and capital budgets	995,885	804,459	(191,426)
350	CIP Arts and Culture	Re-appropriation of unspent prior year Public Works grants and capital budgets	550,361	550,361	-
355	CIP Parks and Trails	Re-apropriation of unspent prior year WIP construction for parks and trails	15,656,725	10,763,572	(4,893,153)
365	½% GRT Income Fund	Re-appropriation of unspent prior year capital budgets	4,562,232	-	(4,562,232)
365	½% GRT Income Fund	Re-appropriation of unspent prior year grants and capital budgets	806,990	-	(806,990)
365	½% GRT Income Fund	Re-apropriation of unspent prior year capital budget for ongoing traffic calming projects	344,023	-	(344,023)
500	Waste Water Management	Re-appropriation of unspent prior year budget for Wastewater CIP projects design and construction	14,150,621	-	(14,150,621)
505	Water Management	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,300	-	(27,300)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
515	Railyard Properties	Re-appropriation of unspent prior year Public Works grants and capital budgets	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget for various Convention Center improvements	2,571,310	-	(2,571,310)
525	Midtown Property	Re-appropriation of unspent prior year Public Works grants and capital budgets	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC improvement projects	6,012,533	-	(6,012,533)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC capital projects	219,057	-	(219,057)
535	Parking	Re-appropriation of unspent prior year budget for capital purchases	52,205	-	(52,205)
540	Transit Bus System	Re-appropriation of unspent prior year grant and capital budgets	4,118,665	1,580,064	(2,538,601)
545	Airport	Adjustment to re-budget remaining portion of prior year CIP projects, grants, and capital outlay for Airport expansion construction	17,932,944	-	(17,932,944)
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for GCCC CIP projects	207,446	-	(207,446)
550	Genoveva Chavez Community Ctr	Transfer from Recreation to GCCC to fund deferred maintenance for the Aquatics program	50,000	50,000	-
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for Recreation capital projects	6,700	-	(6,700)
600	Risk Management	Adjustment to Safety original budget to correct spreadsheet error	10,400	-	(10,400)
620	Services to Other Departments	Re-appropriation of unspent prior year budget for radio replacement and installation charges	577,718	-	(577,718)
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,800	27,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	12,800	12,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for tablet purchases	11,140	11,140	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	4,800	4,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for hardware purhcase	2,701	2,701	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for hardware purchases	2,000	2,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Wastewater Division for hardware purchases	1,700	1,700	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Utility Customer Service for software purchases	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchase	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 125,595,916***	***$ 32,537,966***	***$ (93,057,950)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2025/26 BUDGET

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
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	$ 10,572,676	$ 10,572,676	$ -
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for technical services	2,671,875	2,671,875	
800	Buckman Direct Diversion	Re-appropriation of unspent prior year budget for purchase of vehicles	228,712	-	(228,712)
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for project engineering services	200,000	200,000	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for technical services	2,671,875	-	(2,671,875)
801	BDD Repair & Replacement Fund	Adjustments reflecting final BDD Board-approved budget	1,786,519	1,786,519	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for engineering services	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	Adjustment reflecting final SFSWMA Board-approved budget	12,541,955	13,085,600	543,645
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for purchase of equipment/machinery	249,716	-	(249,716)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for vehicle purchases	205,845	-	(205,845)
811	SWMA Equip Replacement Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	1,200,000	1,200,000
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	-	300,000	300,000
816	SWMA CIP Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	950,000	950,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 31,329,173***	***$ 31,066,670***	***$ (262,503)***

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2025/26 BUDGET BY FUND

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
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	$ 6,984,186	$ 63,363	$ (6,920,823)
210	Capital Equipment Reserve	126,000	126,000	-
212	Economic Development	3,746,364	-	(3,746,364)
213	Lodgers' Tax Fund	349,121	44,283	(304,838)
221	Emergency Services	840,570	187,118	(653,452)
223	Law Enforcement	1,525,424	907,750	(617,674)
231	City Drainage Fund	3,468,529	1,085,188	(2,383,341)
232	Impact Fees Fund	1,262,792	-	(1,262,792)
233	Transportation Grants	-	287,052	287,052
240	Community Development	10,624,368	3,739,231	(6,885,137)
251	Library Fund	25,000	-	(25,000)
255	Quality of Life Fund	30,978	-	(30,978)
256	Recreation Fund	227,300	-	(227,300)
260	Santa Fe Film Office	66,744	-	(66,744)
315	CIP Resource Conservation	515,078	375,819	(139,259)
320	CIP Facilities	14,792,555	1,882,324	(12,910,231)
325	CIP Special Projects	4,528,797	1,893,185	(2,635,612)
330	CIP Streets & Roadways	16,917,778	8,553,728	(8,364,050)
335	CIP Bond Acquisition	273,079	-	(273,079)
345	CIP Community Development	1,395,885	1,204,459	(191,426)
350	CIP Arts and Culture	550,361	550,361	-
355	CIP Parks and Trails	16,286,725	11,393,572	(4,893,153)
365	½% GRT Income Fund	7,954,528	126,000	(7,828,528)
500	Waste Water Management	28,959,759	-	(28,959,759)
505	Water Management	19,529,737	-	(19,529,737)
515	Railyard Properties	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	2,571,310	-	(2,571,310)
525	Midtown Property	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	6,231,590	-	(6,231,590)
535	Parking	52,205	-	(52,205)
540	Transit Bus System	4,118,665	3,585,853	(532,812)
545	Airport	18,936,743	1,003,799	(17,932,944)
550	Genoveva Chavez Community Ctr	486,244	272,098	(214,146)
600	Risk Management	10,400	-	(10,400)
620	Services to Other Departments	643,059	65,341	(577,718)
800	Buckman Direct Diversion	13,673,263	13,444,551	(228,712)
801	BDD Repair & Replacement Fund	4,658,394	1,786,519	(2,871,875)
810	SF Solid Waste Mgmt Agency	12,997,516	13,085,600	88,084
811	SWMA Equip Replacement Fund	-	1,200,000	1,200,000
813	SWMA Cell Developmt Reserve	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	-	300,000	300,000
816	SWMA CIP Fund	-	950,000	950,000
QUARTERLY TOTAL - ALL FUNDS		***$ 212,821,777***	***$ 74,320,594***	***$ (138,501,183)***

FIR No. 10726

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez Date: 11/6/2025 **Phone:** (505) 629-3063

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 15:16:55 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request the Department of Finance Authority to approve First Quarter FY 2026 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 and 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 2025-26 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 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 26	FYE 27	FYE 28	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***

CITY OF SANTA FE

Memorandum

Date: October 21, 2025

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

From: Randy Randall, Tourism Santa Fe Executive Director

Via: Elisa Montoya, Community Development Director

RE: Route 66 Centennial Celebration Approval for Street Light Pole Banners

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EXECUTIVE SUMMARY:
This resolution would approve installing seventy-five banners on City of Santa Fe- ("City") owned light poles commemorating the 100th anniversary of Route 66.

BACKGROUND:
Section 14-8.10 of the City's Code allows installing banners on City property under certain circumstances, when erected by the City or a City permittee and if approved by the Governing Body via resolution. Permitted circumstances include banners commemorating dates associated with important civic milestones. Under the City's Code, a resolution approving banner installation must include the dates of display, location, number, design approval process, installation, maintenance, and cost of installation.

The proposed resolution addresses the required elements for placing banners commemorating the Centennial Celebration of Route 66 as follows:

- The dates of display will be March 2, 2026, through November 2, 2026;
- The location is on City-owned light poles located along Cerillos Road, Santa Fe Trial, San Fransico Street, Galisteo Street; and Old Pecos Trail;
- Seventy-five (75) banners total, one banner is allowed per light pole;
- The design of the banners has been approved by the Land Use Director and City Attorney as conforming to all applicable requirements and restrictions; and
- The City is responsible for the installation of the banners, and for replacing banners that become damaged, defaced, or are in any form of disrepair at its expense.
- Tourism Santa Fe anticipates a grant of $43,000 from the New Mexico Tourism Department to help support this project.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE

City Banner Approval Form - Public Document

Attach proposed resolution and banner design.

Prior to Governing Body approval, the Land Use Director and City Attorney must review the proposed banner pursuant to Section 14-8.10(A)(2)(b), attesting to its compliance with the City's laws, and the Public Works Director must review the proposed manner and location of installation of the banner.

Description of banner request/short title: **Route 66 Centennial Celebration Banners**

Requesting Party's Contact Name: **Jordan Guenther** Phone Number: **505.309.1194**

The Land Use Director approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal. The banner design has been reviewed by the Historic District Review Board, if applicable.

Director: _____ Date: 11/03/2025

The City Attorney approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal.

City Attorney: Erin McSherry
Erin McSherry (Nov 6, 2025 11:59:57 MST) Date: 11/06/2025

The Public Works Department Director approves the proposed manner and location of installation of the banners specified in the associated Resolution.

Director: Regina Wheeler
Regina Wheeler (Nov 3, 2025 15:37:53 MST) Date: 11/03/2025

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

Mayor Alan Webber

Councilor Michael Garcia

A RESOLUTION

AUTHORIZING THE INSTALLATION OF SEVENTY-FIVE BANNERS FROM MARCH 2, 2026, THROUGH NOVEMBER 2, 2026, ON CITY OF SANTA FE-OWNED LIGHT POLES, COMMEMORATING THE CENTENNIAL ANNIVERSARY OF ROUTE 66.

WHEREAS, SFCC 1987, Section 14-8.10, allows permittees or the City of Santa Fe ("City") to install banners e if the Governing Body adopts a Resolution, approving the banners; and

WHEREAS, SFCC 1987, Section 14-8.10, defines a "Banner" as "a *temporary sign* no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a city-owned support structure"; and

WHEREAS, the Resolution banners installation must approve the banners' dates of display, location, number, design , installation, maintenance, and cost; and

WHEREAS, the City's Tourism Department, Tourism Santa Fe, wishes to install banners commemorating the 100th anniversary of U.S. Route 66; and

WHEREAS, the banners are intended to highlight the Route 66 Centennial Celebration and recognize the historic and cultural significance of Route 66 in Santa Fe; and

WHEREAS, Tourism Santa Fe proposes installing the banners on City-owned light poles located along the original Route 66, including Cerrillos Road, Santa Fe Trail, San Francisco Street, Galisteo Street, and Old Pecos Trail.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE approves the following banner design and installation plan:

Dates:	The banners may be displayed from March 2, 2026, through November 2, 2026.
Location:	The banners may be displayed on light poles along Cerrillos Road, Santa Fe Trail, San Francisco Street, Galisteo Street, and Old Pecos Trail.
Number:	Up to Seventy-five (75) total banners may be displayed.
Design Approval Process:	The Land Use Director and City Attorney have approved the design of the banners conforms with all applicable requirements and restrictions. See Exhibit A.
Installation:	Comcast may install the banners associated with this request.
Maintenance:	The City shall immediately replace banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately. The City may remove any banners it deems in disrepair prior to their scheduled removal date.
Cost Allocation:	Tourism Santa Fe received a grant of $42,333 from the New Mexico Tourism Department to help support this project.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 6, 2025 11:59:57 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Approval for Route 66 Centennial Celebration Banners

RESOLVED: SIZING

Art as submitted is not proportional to finish size requested.
ART HAS BEEN ADJUSTED.

SIDE A = SIDE B

25407609_4

Stitch Line **FINISH SIZE: 48"h x 30"w** Live Area

FABRICATION

- **D** DOUBLE SIDED
- GROMMETS
- **P** POCKETS

COLORS

- CMYK

FIR No. 10723.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Route 66 Centennial Celebration Banners
Sponsor(s): Councilor Signe Lindell, Mayor Alan Webber, Councilor Michael Garcia

Reviewing Department(s): Governing Body, Quality of Life Committee, Finance Committee

Staff Completing FIR: Randy Randall, Tourism Santa Fe Director **Date:** 10/22/2025
Phone: (505) 955-6209

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 15:31:30 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
This resolution would approve installing seventy-five banners on City of Santa Fe ("City") owned light poles commemorating the 100th anniversary of Route 66. The banners would be hung on light poles located along Cerrillos Road, Santa Fe Trail, San Fransico Street, Galisteo Street, and Old Pecos Trail from March 2, 2026, through November 2, 2026. The request is pursuant to SFCC 1987, Section 14-8.10, which requires the Governing Body to adopt a resolution to permit installing banners on City-owned support structures, such as light poles.

Departments Affected:
Tourism Santa Fe and Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City will need to review the execution and installation of the banners commemorating the centennial anniversary of Route 66. Without full funding from NMTD, the City may need to reduce the quantity of banners produced and installed.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Land Use Director and City Attorney have approved the form of the banners conform to the applicable requirements and restrictions.

Fiscal Implications:
Tourism Santa Fe anticipates a grant of $43,000 from the New Mexico Tourism Department to help support this project. If the New Mexico Tourism Department ("NMTD") does not award the grant, then the City would need to review the execution and installation of the banners commemorating the centennial anniversary of Route 66. Without full funding from NMTD, the City may need to reduce the quantity of

banners produced and installed.

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	$	$43,000	$				
Operating	$	$	$				$
Total:	$	$43,000	$				$43,000

Expenditure Narrative:
Tourism Santa Fe anticipates a grant of $43,000 from the New Mexico Tourism Department to help support this project.

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:

CITY OF SANTA FE

Memorandum

Date: November 4, 2025

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

From: Nina A Nguyen, Asset Development Associate
Terry J. Lease, Asset Development Manager

Via: Faviola Chavez, Community Development Director
Andrea Phillips, Deputy City Manager

RE: Donation of 1522 & 1650 West Alameda For Affordable Housing

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EXECUTIVE SUMMARY:

The proposed resolution calls for the City Manager to issue a request for proposals for developing and donating two parcels of undeveloped land identified as 1522 & 1650 West Alameda Street ("the Properties") to a Qualified Grantee for the development of at least six homes that meet the definition in SFCC 26-3 as "Low-Priced Dwelling Units" ("LPDU") either as rental or homeownership homes. The Properties neighbor land with homes built by Habitat for Humanity.

BACKGROUND:

According to the Santa Fe Association of Realtors' Q1-2025 quarterly property statistics report, the median single family home sales price in Santa Fe is $570,000, an increase of 7.3% over Q1-2024.

The donation of the Sites must be in conformance with the New Mexico Affordable Housing Act (the "Act") which provides an exemption to the State of New Mexico's Anti-Donation Clause. The Act determines eligible uses for donations of public land, cash, buildings or infrastructure. All beneficiaries of the donated value must be income-qualified as earning no more than 120% of the area median income ("AMI"), determined through a Department of Housing and Urban Development (HUD) approved income certification process. In turn, the pricing of the homes must be affordable to the 100% AMI household.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe Lindell

Councilor Alma Castro

A RESOLUTION

AUTHORIZING DONATING PROPERTIES IDENTIFIED AS 1522 AND 1650 WEST ALAMEDA STREET TO A DEVELOPER CERTIFIED AS A "QUALIFYING GRANTEE" UNDER THE NEW MEXICO AFFORDABLE HOUSING ACT TO DEVELOP LOW-PRICED DWELLING UNITS, PURSUANT TO THE CITY OF SANTA FE'S AFFORDABLE HOUSING ORDINANCE.

WHEREAS, it is the policy of the City of Santa Fe ("City") to provide incentives and encourage proposals that support the production, acquisition, and redevelopment of affordably priced homes in mixed-income developments; and

WHEREAS, according to the Santa Fe Association of Realtors' Q1-2025 quarterly property statistics report, the median single family home sales price in Santa Fe is $570,000, an increase of 7.3% over Q1-2024; and

WHEREAS, the Governing Body wishes to donate two parcels of undeveloped land identified as 1522 and 1650 West Alameda Street ("the Properties") as shown in Exhibit A that are sufficient for the development of at least six homes that meet the definition in SFCC 26-3 as "low Priced Dwelling Units" ("LPDU"), either as rental or homeownership homes; and

WHEREAS, the City can donate land to "Qualified Grantees" pursuant to its affordable housing ordinances and in compliance with the New Mexico Affordable Housing Act; and

WHEREAS, the City may donate land or money for the construction, renovation, or purchase of affordable housing pursuant to NM Const. Art. 9, Section 14, NMSA 1978, Section 6-27-1, et seq., and the City's Affordable Housing Trust Fund Ordinance, SFCC 1987, Section 26-3, which requires disbursing donations according to standard city procurement practices, "reviewed according to evaluation criteria contained within the administrative procedures"; and

WHEREAS, the proposed land donation conforms to the City of Santa Fe Five-Year Strategic Housing Plan "Affordable Housing Element", which was adopted in conformance to the Affordable Housing Act by Ordinance No. 2007-23 pursuant to the express statutory authority conferred upon municipalities to enact a housing code in NMSA 1978, Section 3-17-6A(8).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that the Properties shall be considered part of the City's Affordable Housing Trust Fund.

BE IT FURTHER RESOLVED THAT the City Manager shall direct staff to work with the Community Development Commission to recommend a Qualified Entity to develop the Properties with at least six affordable units using standard procurement practices.

BE IT FURTHER RESOLVED that the City Manager shall develop a real estate donation agreement and quit claim deeds for Governing Body approval, imposing land-use restrictions that ensure an affordability period of no less than forty-five (45) years and runs concurrently with any requirements imposed by any other subsidy provider, to be executed upon transfer of the Properties.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Nov 7, 2025 15:15:37 MST)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Donation of 1522 and 1660 West Alameda

EXHIBIT A - 1522 and 1650 West Alameda Street

FIR No. 10727.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Donation of 1522 and 1650 West Alameda

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Office of Affordable Housing

Staff Completing FIR: Nina A. Nguyen, Asset Development Associate **Date:** 11/07/2025
Phone: (505) 819-1870

Reviewed by City Attorney: Erin McSherry Erin McSherry (Nov 7, 2025 15:15:37 MST) **Date:** 11/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 11/07/2025

Summary:
The proposed resolution authorizes a request for proposals to identify a Qualified Grantee to develop two parcels of undeveloped land identified as 1522 and 1650 West Alameda Street ("the Properties") with at least six homes that meet the definition in SFCC 26-3 as "Low-Priced Dwelling Unites" ("LPDU") either as rental or homeownership homes.

Departments Affected:
Community Development Department (Office of Affordable Housing)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not seek a developer to develop the Properties with affordable housing.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
There are no expenditures or funding associated with this legislation, but the property proposed for donation is a City asset.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: akphillips@santafenm.gov

Signature:

Email: nanguyen@santafenm.gov

Signature:

Email: fachavez@santafenm.gov

Signature:

Email: tjlease@santafenm.gov