Agenda

Regular Meeting of the Public Works and Utilities Committee
March 2, 2026 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 for February 2026: Amanda

Britt, Contracts Administrator, Administration Division. (Nancy Jimenez, Billing and Administration Division Director; nljimenez@santafenm.gov)

7. Action Items: Consent Agenda

   a. Request for Approval of the February 16, 2026, Public Works and Utilities Committee Meeting Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 03/02/2026

   b. Request for Approval of a General Service Contract with AAC Construction, LLC for the Replacement and Installation of the Anaerobic Digestor Gas Burner in the Total Amount of $818,085.78 for a 1-Year Term. (P. Fred Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 03/02/2026
      Finance Committee: 03/09/2026
      Governing Body Committee: 03/11/2026

   c. Request for Approval of Amendment No. 2 to Construction Contract Item #23-0222 with GM Emulsion LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 03/02/2026
      Finance Committee: 03/09/2026
      Governing Body: 03/11/2026

   d. Request for Approval of Amendment No. 2 to Construction Contract Item #23-0221 with Espanola Mercantile Company DBA EMCO of Santa Fe LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 03/02/2026
      Finance Committee: 03/09/2026
      Governing Body: 03/11/2026

   e. Request for Approval of Amendment No. 2 to Construction Contract Item #23-

0224 with GME General Building LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

f. Request for Approval of Amendment No. 2 to Construction Contract Item #23-0223 with JDR & Associates LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

g. Request for Approval of Amendment No. 1 to Item #25-0480 with Financial Consulting Solutions Group Inc. to Increase the Compensation by $81,075.71 for a New Total Contract Amount of $1,316,488.25 Including NMGRT for Financial Management On-Call Services. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

h. Request for Approval of Professional Services Contract with Public Consulting Group for Consulting to Develop, Implement and Support the Fire Department's Participation in Medicaid Ambulance Supplemental Payment Program in the Total Amount of $1,800,000 Excluding NMGRT for a Term of Four-Years. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov, Mario D. Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $450,000 From Existing General Fund Cash Balances to Pay for Year One, Which Also Includes a 14% Contingency Fee the City of Santa Fe Pays to Public Consulting Group.

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Public Safety Committee: 03/17/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

i. Request for Approval of a Budget Amendment Resolution (BAR) to Increase Profession Contracts in the Amount of $199,137 to Fund the New Mexico Ambulance Supplemental Payment Program. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov, Mario D. Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Public Safety Committee: 03/17/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

j. Request for Approval of a Lease Agreement with Avis Budget Car Rental, LLC to Operate Car Rental Services at the Santa Fe Regional Airport in the Amount of $49,914.20 for the First Year with a 2.5% Yearly Increase for an Initial Term of Five Years and Two Option Terms of Five Years Each. (Jimmy Gunn, Interim Santa Fe Regional Airport Director; jdgunn@santafenm.gov, Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Financy Committee: 03/09/2026
Governing Body: 03/11/2026

k. Request for Approval of a Lease Agreement with The Hertz Corporation, dba Hertz Rent A Car and Dollar Rent A Car to Operate Car Rental Services at the Santa Fe Regional Airport in the Amount of $51,570.20 for the First Year with a 2.5% Yearly Increase for an Initial Term of Five Years with Two Option Terms of Five Years Each. (Jimmy Gunn, Interim Santa Fe Regional Airport Director; jdgunn@santafenm.gov, Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

l. Request for Approval of a Lease Agreement with EAN Holdings dba Enterprise Rent-a-Car to Operate Car Rental Services at the Santa Fe Regional Airport in the Amount of $48,762.20 for the First Year with a 2.5% Yearly Increase for an

Initial Term of Five Years with Two Option Terms of Five Years Each. (Jimmy Gunn, Interim Santa Fe Regional Airport Director; jdgunn@santafenm.gov, Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

m. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia and Councilor Lee Garcia)
A Resolution Supporting the Placement of the Remnants of the Soldiers' Monument in the New Mexico History Museum on a Temporary Basis; Authorizing the City Manger to Work with State Officials to Enter into a Temporary Loan Agreement. (Marci Eannarino, Legislation and Policy Innovation Manager; maennarino@santafenm.gov; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026
Public Works and Utilities Committee: 03/02/2026
Quality of Life Committee: 03/04/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

n. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Amanda Chavez)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, for Grant Agreement Control Number C5243320 to Acquire Rights of Way to Plan, Design, and Construct Road and Spine Infrastructure Extensions to Paseo Del Sol Per the Tierra Contenta Master Plan for Affordable Housing in Santa Fe County. (Carol Swenson, Public Works Business Operations Manager; ycswenson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026
Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

o. CONSIDERATION OF BILL NO. 2026-02. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia)
A Bill Amending SFCC 1987, Section 11-13 to Expand Exemptions Permitted by NMSA 1978, Sections 13-1-98 Through 13-1-98.2, Including Certain

Purchase Types and Legal Service Types; Adding Exemptions for Certain Prepayment Required Items, Not Exceeding $100,000 and for Lobbying Services Representing the City of Santa Fe's Interests; Requiring the Procurement Manual to be Adopted by Resolution; Establishing an Eight-Year Maximum Term for Professional Service Contracts; Authorizing the Chief Procurement Officer to Approve Purchase Orders and to Approve the Use of Requests for Applications; Adopting Construction Manager at Risk Delivery Method Procedures; Modifying Certain Amounts Listed in NMSA 1978, Section 13-1-125; Authorizing the City Manager to Approve Contract Amendments that Do Not Materially Alter the Scope of Work. (Travis Dutton-Leyda, Purchasing Officer; tkduttonleyda@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/11/2026
Governing Body (Public Comment): 02/25/2026
Public Works and Utilities Committee: 03/02/2026
Quality of Life Committee: 03/04/2026
Finance Committee: 03/09/2026
Governing Body: 03/25/2026

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, March 16, 2026
14. Adjourn

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

Regular Meeting of the Public Works and Utilities Committee
February 16, 2026 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 Amanda Chavez at 5:00 PM, on Monday, February 16, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
City Councilor, District 4 Amanda Chavez
City Councilor, District 1 Patricia Feghali
City Councilor, District 2 Elizabeth Barrett
City Councilor, District 2 Paul Bustamante

MEMBERS EXCUSED
City Councilor, District 3 Pilar Faulkner

OTHER PARTICIPANTS ATTENDING
Jesse Roach, Interim Public Utilities Department Director
Debora Trujillo, Environmental Services Division Director
Leroy Griego, Environmental Services Supervisor
Eric Romero, Environmental Services Collections Equipment Operator
William Schneider, Water Resources Manager
Marcos Esquibel, Interim Complete Streets Director

3. Approval of Agenda

MOTION A motion was made by City Councilor, District 1 Feghali, seconded by Councilor Bustamante, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

Item 7E of the Agenda was pulled by Councilor Feghali.

MOTION A motion was made by City Councilor, District 2 Bustamante, seconded by City Councilor, District 2 Barrett, to Approve as Amended.

VOTE The motion Passed on a roll call vote.

Councilor Amanda Chavez - yes
Councilor Elizabeth Barrett - yes
Councilor Paul Bustamante - yes

Councilor Patricia Feghali - yes

5. Public Comment

6. Presentations

   a. Public Utilities Department Employee of the Month for January 2026: Eric Romero, Collections Equipment Operator, Environmental Services Division. (Leroy Griego, ESD Supervisor, logriego@santafenm.gov and Debora Trujillo, Environmental Services Division Director; dctrujillo@santafenm.gov)

   b. City of Santa Fe Water Overview and Update. (Jesse Roach, Interim Public Utilities Department; jdroach@santafenm.gov)

7. Action Items: Consent Agenda

   a. Request for Approval of the February 2, 2026, Public Works and Utilities Committee Meeting Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 02/16/2026

Approved on Consent

   b. Request for Approval of Amendment No. 1 to Amended Condominium Declaration for Market Station to Adjust the Common Area of the City of Santa Fe's Office Condominium at 500 Market Street. (Tim Farrell, Interim Facilities Division Director, tgfarrell@santafenm.gov)

      Committee Review
      Public Works and Utilities Committee: 02/16/2026
      Finance Committee: 02/23/2026
      Governing Body: 02/25/2026

Approved on Consent

   c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $360,000 to Allocate from the 1/2% Capital GRT Fund to Complete Streets FY26 WIP Construction for Repairs to Corte de Princesa.(Marcos Esquibel, Acting Complete Streets Division Director: mpesquibel@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 02/16/2026
      Finance Committee: 02/23/2026
      Governing Body: 02/25/2026

Approved on Consent

d. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $600,000 to FY26 Revenue and Expenses for the Construction of Agua Fria - Cottonwood Roundabout Project. (Romella Glorioso-Moss,Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

Approved on Consent

e. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration for the Completion of the Replacement of Cerro Gordo Bridge Project 25-J5981 in the Total Amount of $300,000 with a Reversion Date of April 11, 2027. (Marcos Esquibel, Interim Complete Streets Director; mpesquibel@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for the Completion of the Replacement of Cerro Gordo Bridge.

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

MOTION A motion was made by City Councilor, District 1 Feghali, seconded by City Councilor, District 2 Barrett, to Approve.

VOTE The motion Passed on a roll call vote.

Councilor Amanda Chavez - yes
Councilor Elizabeth Barrett - yes
Councilor Paul Bustamante - yes
Councilor Patricia Feghali - yes

f. Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for the Improvement of the Nichols Dam Safety Rehabilitation Project 25-J5960 in the Total Amount of $997,850 with a Reversion Date of April 11, 2027. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $997,850 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction for the Improvement of the Nichols Dam Safety Rehabilitation.

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

Approved on Consent

g. Request for Approval of Capital Outlay Grant Agreement Extension with New Mexico Department of Finance & Administration for the Improvement of Midtown Project 25-J4369 to Extend the Reversion Date to June 30, 2027. (Carly Vendetti, Metropolitan Redevelopment Agency Deputy Director; cavendetti@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

Approved on Consent

h. Request for Approval of a Construction Contract with Gordo, LLC for the Arroyo de Los Chamisos Urban Trail Repair at Vo Tech Road in the Total Amount of $643,159 through June 30, 2029. (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $643,159 from the Stormwater Clean Water State Revolving Fund Loan to WIP Construction (Zoe Isaacson, River and Watershed Manager: zrisaacson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

Approved on Consent

i. Request for Approval of General Services Contract / Software Agreement with Image Trend, Inc for Call Reporting Software in the Total Amount of $406,658.49 including GRT with a Term of Four Years. (Scott Ouderkirk, Fire Department, Interim Fire Chief; slouderkirk@santafenm.gov).

Committee Review:
Public Works & Utilities Committee: 02/16/2026
Public Safety Committee: 02/17/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

Approved on Consent

j. Request for Approval of the Age Friendly Action Plan. (Manuel Sanchez, Interim Community Services Department Director; mnsanchez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/16/2026
Quality of Life Committee: 02/18/2026
Finance Committee: 02/16/2026
Governing Body: 02/25/2026

Approved on Consent

k. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Lee Garcia and Mayor Michael Garcia)
A Resolution Clarifying the Terms of Resolution No. 2024-14 to Allow the Knights of Columbus Council 10517 to Display Banners Commemorating Santa Fe Veterans as "Santa Fe Heros" Between Memorial Day and Veterans Day, Annually. (Marci Eannarino, Office of Legislation and Policy Innovation Manager; maeannario@santafenm.gov ; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafe.gov)

Committee Review:
Governing Body (Introduced): 02/11/2026
Public Works and Utilities Committee: 02/16/2026
Quality of Life Committee: 02/18/2026
Governing Body: 02/25/2026

Approved on Consent

l. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Jamie Cassutt)
A Resolution Authorizing the City of Santa Fe to Submit Applications to the Local Government Fund, the Municipal Arterial Program, the Transportation Project Fund, and Any Other Applicable State Transportation Funding Programs for State Transportation Construction Funding for the Henry Lynch Road Reconstruction Project from Rufina Street to Agua Fria Street and Committing to the Applications' Requirement for a Local Match of Funding. (Romella Glorioso-Moss, PhD, CPM, AICP, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/11/2026
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

Approved on Consent

m. CONSIDERATION OF BILL NO. 2024-14. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Amanda Chavez and Councilor Alma Castro)
A Bill Amending Section 25-4.1, Exhibit A, Rule Number 2 to Adopt New Definitions and Adopting a New Rule Number 7, Imposing Requirements for Backflow Prevention and Control for Certain Customers, Imposing Fees for Administering the Program, and Imposing Fines for Violations. (Justin Gonzales, Cross Connection Specialist; jmgonzales1@santafenm.gov)

Committee Review:
Governing Body (Introduced): 01/28/2026
Governing Body (Public Comment): 02/11/2026
Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body (Public Hearing): 03/11/2026

Approved on Consent

n. CONSIDERATION OF BILL NO. 2026-01. ADOPTION OF ORDINANCE NO. 2026-____.(Councilor Amanda Chavez)Be It Ordained By the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $7,750,000, Including a Loan in the Amount of $3,100,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Construction of New Flocculation and Sedimentation Improvements to the Canyon Road Water Treatment Plant, Including Demolition of Existing Clarifier Equipment, Structural Additions, New Flocculation and Sedimentation Equipment, All Associated Power, Controls, Process and Chemical Piping, and Valves, New Flocculation Master Control Center Electrical Building and Associated Grading and Paving, Potable Water Yard Piping Relocation and All Associated Instrumentation, Electrical, Architectural and HVAC Design Components, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely From the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together With Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent With this Ordinance; and Authorizing the Taking of Other Actions in Connection With the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:
Governing Body (Introduced): 01/28/2026
Governing Body (Public Comment): 02/11/2026

Public Works and Utilities Committee: 02/16/2026
Finance Committee: 02/23/2026
Governing Body (Public Hearing): 03/11/2026

Approved on Consent

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, March 2, 2026

14. Adjourn

Meeting Adjourned at 05:37 PM

_____ _____

Liaison Chair

CITY OF SANTA FE

The Purchasing Memo

Date: February 19, 2026

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 Division Director

Subject: Gas Burner Replacement

Vendor Name: AAC Construction, LLC

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a General Service Contract in the total amount of $818,085.78 including gross receipt tax for replacement and installation of the Anaerobic Digestor Gas Burner for a term of one year with AAC Construction, LLC.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260354.

BACKGROUND AND SUMMARY:

Excess digester gas is flared off with the gas burner so that methane, a powerful greenhouse gas which is the largest component in the digester gas, is combusted instead of released to the atmosphere. This equipment must meet strict safety requirements so that there is no risk of accidents with the combustion of the biogas. This contract will replace the old gas burner equipment and replace it with the equipment specified.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Treatment Plant/5000367

Munis Object Name/Number: Repair & Maint Build/Struct/520100

Budget Officer / Designee: Andy Hopkins **Date:** 02/23/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB #FY26-ITB-043 was issued on December 26, 2025 and was opened on January 27, 2026 at 2:00 pm. There was one bidder, AAC Construction, LLC.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 02/23/2026

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: Rebecca Lovato-Sanawong **Title:** Accounting Manager **Date:** 02/23/2026

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
Vendor's Bid sheet
Certificate of Liability Insurance (COI)
General Services Contract

CITY OF SANTA FE

GENERAL SERVICES CONTRACT

GAS BURNER EQUIPMENT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and A.A.C. Construction LCC 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: See Exhibit A

3. COMPENSATION

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit B: For the goods and services described in the scope of work, the City will pay the Contractor

$756,174.03 excluding Gross Receipt Tax. The applicable gross receipts tax levied at the rate of 8.1875% totaling $61,911.75 for the life of the contract, shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108. The total compensation on this contract inclusive of NMGRT is not to exceed $818,085.78.

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.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate one **(1) year from date of final signature**. 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.

1. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

All terms and conditions of the FY26-ITB-043 - GAS BURNER EQUIPMENT and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. NOTICE

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

23. EQUAL OPPORTUNITY COMPLIANCE

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

24. INDEMNIFICATION

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 "Indemnification" of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. INCORPORATION BY REFERENCE AND PRECEDENCE

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. WORKERS' COMPENSATION

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

30. INSPECTION

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. INSPECTION OF SERVICES

If this contract is for the purchase of services, the following terms shall apply.

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

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

2. reduce the contract price to reflect the reduced value of the services performed.

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

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

2. terminate the contract for default.

32. INSURANCE

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

32.1. 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.

32.2. 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.

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

33. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. INVALID TERM OR CONDITION

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

35. ENFORCEMENT OF CONTRACT

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

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1. give the Contractor prompt written notice within 48 hours of any claim;

2. allow the Contractor to control the defense of settlement of the claim; and

3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2. replace or modify the product or service so that it becomes non-infringing; or,

3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. SURVIVAL

The Contract paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. DISCLOSURE REGARDING RESPONSIBILITY

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph "Termination" 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 "Amendment" 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:	**To the Contractor:**
Wastewater Engineer Supervisor 73 Paseo Real Santa Fe, NM 87507 pfheerbrandt@santafenm.gov (505) 955-4623	A.A.C. Construction LCC Andrew Sisneros 18 La Luna Rd. Santa Fe, NM 87507 andrew@cnsp.net 505-930-0481

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:

_____

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Andrew Sisneros (Feb 14, 2026 18:24:59 MST)

ANDREW SISNEROS, MANAGING MEMBER

DATE: Feb 14, 2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

Approved to form and legal sufficiency by:

Marcos Martínez
Marcos Martínez (Feb 16, 2026 07:39:44 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit A

The Contractor shall provide all labor, materials, equipment, and supervision required to replace the existing Waste Gas Burner (WGB) for the Anaerobic Digester at the Waste Water Treatment Plant. The work includes the complete removal of the legacy unit and the turnkey installation, startup, and training for a new high-efficiency system.

DIGESTER GAS BURNER EQUIPMENT & INSTALLATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Digester gas equipment.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
1. American Society of Mechanical Engineers (ASME):
   a. B26.1, Gray Iron Pipe Flanges and Flanged Fittings: Class 25, 125, and 250.
2. ASTM International (ASTM):
   a. A182, Standard Specification for Forged or Rolled Alloy and Stainless Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.
   b. A351, Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
3. National Electrical Manufacturers Association (NEMA):
   a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).

1.3 SUBMITTALS

A. Shop Drawings:
1. Fabrication and/or layout drawings:
   a. Schematic drawing of gas system showing major components and corresponding initial pressure settings.
   b. Schematic to include tag numbers assigned to each component by Contract Documents. Product technical data:
   a. Acknowledgement that products submitted meet requirements of standards referenced.
   b. Manufacturer's installation instructions.
   c. Calibration constants and pressure settings for devices requiring settings.
      1) Calibrate settings using certified manometer.

B. Contract Closeout Information:
1. Operation and Maintenance Data:
   a. Provide one physical copy and one digital copy of Operation and Maintenance Manual.

1.4 SYSTEM DESCRIPTION

A. The components described in this Section shall be supplied by one (1) manufacturer and when interconnected with piping constitute a complete digester gas burner system.
1. Each component is to be provided to integrate with other components for a complete operating system.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Acceptable Manufacturers listed below. Only the manufacturers listed are approved for this project, no alternate manufacturers will be considered.
1. Varec.
2. Groth.

2.2 MANUALLY OPERATED DRIP TRAPS

A. Design Criteria:

TAG #	CAPACITY	LOCATION
DT-01	6 quart	Gas safety room
DT-02	6 quart	Digester Equipment Building Boilers

B. Fabrication:
1. Manually operated drip traps 1 IN NPT inlet and outlet connection and a 6 quart storage capacity.
2. Rotating disc type drip traps with an air inlet port to permit free flow of condensate from bowl when draining.
3. Gas cannot exit while draining or revolving operating handle.
4. Cast aluminum unit with stainless steel shaft and springs.
5. Working pressure: 5 psig.
6. Pipe discharge from trap to nearest equipment or floor drain.

2.5 FLAME ARRESTERS

A. Design Criteria: Flame arresters meeting the following:

TAG #	INLET/OUTLET SIZE	MAXIMUM GAS FLOW	BASE PRESSURE	MAXIMUM PRESSURE LOSS
FA-001	8 IN	15,000 scfh	10 IN WC	0.5 IN WC
FA-002	8 IN	15,000 scfh	10 IN WC	0.5 IN WC

B. Fabrication:
1. Flame arresters with ASME B16.1, Class 125 flanged end connections and working pressure of 10 psig.
2. Aluminum housing.
3. Bank assembly:
   a. Aluminum material.
   b. Easy removal from housing for inspection and cleaning.
4. Net free area through bank assembly:
   a. Not less than four (4) times connection size.
   b. Construct grids of bank as individual corrugate stamped and rectangular shaped sheets.
   c. Arrange for individual removal.
   d. Vertical configuration.

2.7 WASTE GAS BURNER

A. Design Criteria: Waste gas burner meeting the following:

TAG #	INLET SIZE	MAXIMUM GAS FLOW	PRESSURE LOSS	PILOT SUPPLY
B-001	6 IN	30,000 scfh	0.5 IN WC	0.5 IN WC

B. Fabrication:
1. Burner with ring type pilot that develops a flame curtain completely surrounding the gas nozzle.
   a. Baffles in the ignition chamber to direct digester gas through the curtain flame.
   b. Shutter-type air-gas mixture adjustment.
2. A pedestal, insulated internally, enclosing the pilot gas line and digester gas line.
   a. Base plate on pedestal suitable for mounting on concrete base support.

3. 1/2 IN NPT connection for pilot gas.
    a. Pilot observation and igniting port on ignition chamber.
4. Burner: Steel with heat resistant iron alloy ignition ring, cast iron cover and frame of pilot ignition port and stainless steel orifices of pilot gas supply.
5. Secondary stack:
    a. Integrally mounted to the burner.
    b. Schedule 10, Type 304 stainless steel pipe.
    c. Spacing suitable to sustain flame in high wind conditions.
6. Automatic, electric, pilot igniter for each burner.
    a. Igniter suitable for operation using 120 V, 1 PH, 60 Hz power supply.
7. Sense flame condition using an optical type flame sensor not in direct contact with the flame.
    a. Sparking type ignition with replaceable electrodes.
8. Cables and other heat sensitive devices properly shielded and enclosed.

C. Controls:
1. In the automatic mode, unit will continually check for pilot flame.
2. Upon loss of flame, unit will automatically restrike the flame.
3. If a flame is not ignited, the unit continue to strike for a preset time period.
4. If, at the end of this time period flame is still not ignited, the unit will shut down and an alarm activated.

D. Spare Parts for Each Size of Burner:
1. Spark electrodes: Two (2) sets.
2. Optical sensor: One (1) each.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Pipe insulation.

B. Insulate sludge and gas piping which is exposed to ambient conditions below 40 Deg F.
1. Use minimum 2 IN thick insulation with aluminum jacket

.

3.2 FIELD QUALITY CONTROL

1. Instruct Owner' personnel at jobsite on operation and maintenance of the gas Burner equipment.

END OF SECTION

EXHIBIT B

Items					A.A.C. Construction LCC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	The Contractor shall provide all labor, materials, equipment, and supervision required to replace the existing Waste Gas Burner (WGB) for the Anaerobic Digester. The work includes the complete removal of the legacy unit and the turnkey installation, startup, and training for a new high-efficiency system.	1	LS	$756,174.03	$756,174.03
		Total				**$756,174.03**

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

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2026

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

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

PRODUCER	CONTACT NAME: Juan Acosta
USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 602-374-1367 FAX (A/C, No): E-MAIL ADDRESS: juan.acosta@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPT9557153	01/01/2026	01/01/2027	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 X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			CXL9557153	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE 	$3,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890111	01/01/2026	01/01/2027	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	Leased/Rented Equipment			CPT9557153	01/01/2026	01/01/2027	$336,611 - Limit $1,000 Deductible	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The General Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.
(See Attached Descriptions)

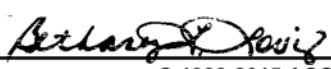
CERTIFICATE HOLDER

City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

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

COMMERCIAL GENERAL LIABILITY
CGD 32 05 10 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury" or "property damage" is caused by your negligence, acts or omissions or the negligence acts or omissions of those performing operations on your behalf.

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for such person or organization at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. The insurance afforded to such additional insured will not be broader than:

a. The coverage you have agreed to provide in the written contract or agreement; or

b. The coverage provided by this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This does not apply to "bodily injury" or "property damage" occurring:

a. Prior to the date the written contract or agreement was executed and in effect;

b. After all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of such person or organization at the site or location of the covered operations has been completed; or

c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. "Property damage" to:

a. Property owned, occupied or used by;

b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or

c. "Your work" for,

such person or organization.

3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and

b. Supervisory, inspection, or engineering services.

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

4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

8. The most we will pay under the insurance provided by this endorsement is:

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a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or

b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

D. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

(1) Primary and non-contributory basis; or

(2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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COMMERCIAL GENERAL LIABILITY
CGD 90 36 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. The insurance afforded to such additional insured will not be broader than:

a. The coverage you have agreed to provide in the written contract or agreement; or

b. The coverage provided by this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.

2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and

b. Supervisory, inspection, or engineering services.

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

3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

8. The most we will pay under the insurance provided by this endorsement is:

a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or

b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

D. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply either on a:

(1) Primary and non-contributory; or

(2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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COMMERCIAL GENERAL LIABILITY
CGD 09 08 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SILVER SERIES
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

Coverage	Limit(s) of Insurance	Page

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

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Donegal Insurance Group

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

A. Subparagraph **g.(2)** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;

b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or

c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

A. Subparagraph **j. Damage To Property** under paragraph **2.** Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. The last subparagraph under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

Exclusions **c.** through **e.** and **g.** through **n.** do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion **f.** does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

III. ELECTRONIC DATA LIABILITY

A. Subparagraph **p. Electronic Data** under paragraph **2.** Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to **5.** above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

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D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

A. Subparagraph **b.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments -Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph **d.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

V. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph **1.** as found in **SECTION II - WHO IS AN INSURED**:

f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph **2.a.(1)(d)** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph **3.a.** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

VIII. BROADENED WHO IS AN INSURED

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

A. 1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(a) The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(4)** or **(6)** above; 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.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.

5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.

6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:

   (a) Any "occurrence" which takes place after you cease to lease that land;

   (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.

7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to

   (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

   (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.

9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

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

   (b) The construction, erection, or removal of elevators; or

   (c) The ownership, maintenance, or use of any elevators covered by this insurance.

B. The insurance afforded to such person or organization described in paragraph **A.** above only applies to the extent permitted by law.

C. The insurance afforded to such person or organization described in paragraph **A.** above will not be broader than:

1. The coverage you have agreed to provide in the written contract or agreement; or
2. The coverage provided by this endorsement.

D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.

E. The insurance provided to such person or organization described in paragraph **A.** above does not apply to "bodily injury" or "property damage" occurring:

1. Prior to the date the written contract or agreement was executed and in effect;
2. After your contract or agreement with such additional insured ends; or
3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

1. Primary and non-contributory basis; or
2. Contributory basis.

IX. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

A. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph **2.** under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such "occurrence" and all medical expenses under Coverage **C** arising out of such accident;

2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or "locations";

B. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs **a.** and **b.** under paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

a. You are required under a written contract to waive your rights to recover from that person or organization; and

b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XIV. CONTRACTUAL LIABILITY - RAILROADS

Subparagraph **f.(1)** under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

XV. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning.

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Donegal Insurance Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT - LIABILITY COVERAGE

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.

The following provisions are added to subparagraph **1. Who Is An Insured** under paragraph **A. Coverage** as found in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

d. **(1)** Any person or organization with whom you are required under a written contract, agreement, or permit to provide insurance such as is afforded under this policy, is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This does not apply to "bodily injury" or "property damage" occurring:

(i) Prior to the date the written contract or agreement was executed and in effect;

(ii) After your contract or agreement with such additional insured ends; or

(iii) After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

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This Parked Auto Collision Deductible provision does not apply to the "loss" if:

1. The covered "auto" is occupied at the time of the "loss"; or
2. The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

B. If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be $100.

XI. MULTIPLE DEDUCTIBLE PROVISION

The following is added to paragraph **D. Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

XII. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss** under paragraph **A. Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".

e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

XIII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph **A. Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

With respect to the insurance provided under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;

A. You are required under a written contract to waive your rights to recover from that person or organization; and

B. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph **A.** above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following provision is added to paragraph **A. Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

6. Unintentional Failure To Disclose Hazards

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

Company Name	Address	Waiver Contact	Job Description

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 93890.111 issued to A.A.C. Construction, LLC shall be valid and shall form part of said policy. The effective date of this endorsement is 01/01/2026 12:01 A.M. Mountain Standard Time.

Date Issued: 12/04/2025

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

WC 00 03 13

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

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2026

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

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

PRODUCER	CONTACT NAME: Juan Acosta	
USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 602-374-1367	FAX (A/C, No):
	E-MAIL ADDRESS: juan.acosta@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Mutual Insurance Company	13692
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe, NM 87507	INSURER B : New Mexico Mutual Casualty Company	40627
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPT9557153	01/01/2026	01/01/2027	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 X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			CXL9557153	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE 	$3,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890111	01/01/2026	01/01/2027	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	Leased/Rented Equipment			CPT9557153	01/01/2026	01/01/2027	$336,611 - Limit $1,000 Deductible	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The General Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.
(See Attached Descriptions)

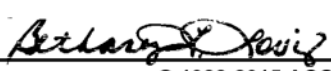
CERTIFICATE HOLDER

City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

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

COMMERCIAL GENERAL LIABILITY
CGD 32 05 10 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury" or "property damage" is caused by your negligence, acts or omissions or the negligence acts or omissions of those performing operations on your behalf.

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for such person or organization at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. The insurance afforded to such additional insured will not be broader than:

a. The coverage you have agreed to provide in the written contract or agreement; or

b. The coverage provided by this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This does not apply to "bodily injury" or "property damage" occurring:

a. Prior to the date the written contract or agreement was executed and in effect;

b. After all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of such person or organization at the site or location of the covered operations has been completed; or

c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. "Property damage" to:

a. Property owned, occupied or used by;

b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or

c. "Your work" for,

such person or organization.

3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and

b. Supervisory, inspection, or engineering services.

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

4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

8. The most we will pay under the insurance provided by this endorsement is:

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a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or

b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

D. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

(1) Primary and non-contributory basis; or

(2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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COMMERCIAL GENERAL LIABILITY
CGD 90 36 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. The insurance afforded to such additional insured will not be broader than:

a. The coverage you have agreed to provide in the written contract or agreement; or

b. The coverage provided by this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.

2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and

b. Supervisory, inspection, or engineering services.

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

3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

8. The most we will pay under the insurance provided by this endorsement is:

a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or

b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

D. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply either on a:

(1) Primary and non-contributory; or

(2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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COMMERCIAL GENERAL LIABILITY
CGD 09 08 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SILVER SERIES
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

Coverage	Limit(s) of Insurance	Page

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

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The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

A. Subparagraph **g.(2)** under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;

b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or

c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

A. Subparagraph **j. Damage To Property** under paragraph **2.** Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. The last subparagraph under paragraph **2. Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

Exclusions **c.** through **e.** and **g.** through **n.** do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion **f.** does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

III. ELECTRONIC DATA LIABILITY

A. Subparagraph **p. Electronic Data** under paragraph **2.** Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to **5.** above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

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D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

A. Subparagraph **b.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments -Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph **d.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** (**SECTION I - COVERAGES**) is deleted and replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

V. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph **1.** as found in **SECTION II - WHO IS AN INSURED**:

f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph **2.a.(1)(d)** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph **3.a.** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

VIII. BROADENED WHO IS AN INSURED

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

A. 1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(a) The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(4)** or **(6)** above; 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.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.

5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.

6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:

   (a) Any "occurrence" which takes place after you cease to lease that land;

   (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.

7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to

   (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

   (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.

9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

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

   (b) The construction, erection, or removal of elevators; or

   (c) The ownership, maintenance, or use of any elevators covered by this insurance.

B. The insurance afforded to such person or organization described in paragraph **A.** above only applies to the extent permitted by law.

C. The insurance afforded to such person or organization described in paragraph **A.** above will not be broader than:

1. The coverage you have agreed to provide in the written contract or agreement; or
2. The coverage provided by this endorsement.

D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.

E. The insurance provided to such person or organization described in paragraph **A.** above does not apply to "bodily injury" or "property damage" occurring:

1. Prior to the date the written contract or agreement was executed and in effect;
2. After your contract or agreement with such additional insured ends; or
3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

1. Primary and non-contributory basis; or
2. Contributory basis.

IX. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

A. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph **2.** under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such "occurrence" and all medical expenses under Coverage **C** arising out of such accident;

2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or "locations";

B. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs **a.** and **b.** under paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

a. You are required under a written contract to waive your rights to recover from that person or organization; and

b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XIV. CONTRACTUAL LIABILITY - RAILROADS

Subparagraph **f.(1)** under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

XV. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT - LIABILITY COVERAGE

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.

The following provisions are added to subparagraph **1. Who Is An Insured** under paragraph **A. Coverage** as found in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

d. **(1)** Any person or organization with whom you are required under a written contract, agreement, or permit to provide insurance such as is afforded under this policy, is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This does not apply to "bodily injury" or "property damage" occurring:

(i) Prior to the date the written contract or agreement was executed and in effect;

(ii) After your contract or agreement with such additional insured ends; or

(iii) After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

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This Parked Auto Collision Deductible provision does not apply to the "loss" if:

1. The covered "auto" is occupied at the time of the "loss"; or
2. The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

B. If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be $100.

XI. MULTIPLE DEDUCTIBLE PROVISION

The following is added to paragraph **D. Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

XII. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss** under paragraph **A. Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".

e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

XIII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph **A. Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

With respect to the insurance provided under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;

A. You are required under a written contract to waive your rights to recover from that person or organization; and

B. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph **A.** above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following provision is added to paragraph **A. Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

6. Unintentional Failure To Disclose Hazards

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

Company Name	Address	Waiver Contact	Job Description

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 93890.111 issued to A.A.C. Construction, LLC shall be valid and shall form part of said policy. The effective date of this endorsement is 01/01/2026 12:01 A.M. Mountain Standard Time.

Date Issued: 12/04/2025

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

WC 00 03 13

CITY OF SANTA FE

Date: February 12, 2026

To: Governing Body

From: Sam Burnett, Interim Public Works Department Director, [p.p. Timothy Farrell, Acting Public Works Director] Timothy Farrell

Subject: Amendment No. 2 to On-Call Construction Contract Item 23-0222

Vendor Name: GM Emulsion LLC

Vendor Number: 11056

ACTION:
Request for Approval of Amendment No. 2 to Construction Contract Item 23-0222 with GM Emulsion LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033. (Sam Burnett, Interim Public Works Department Director, jsburnett@santafenm.gov)

CONTRACT NUMBER:
The original Munis Contract Number is 3250626 (original 3204005).

BACKGROUND AND SUMMARY:
On May 14, 2023, the Governing Body approved on-call construction contracts with GM Emulsion LLC and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

In accordance with the Invitation to Bid (ITB No. 23/48/B) for On-Call Construction Services, multiple responsive vendors were selected for contracts based on lowest bidder and performance criteria. GM Emulsion LLC has provided services throughout the City and proven to be cost-effective, reliable, and capable of consistently providing high quality results.

This amendment increases the amount of compensation by $10,000,000 for a new total compensation of $20,000,000 (excluding 8.1875% NMGRT) and extends the contract for an additional period of seven (7) years, terminating May 14, 2033. A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 152 or SFCC 1987, Section 11-13.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. The new $20,000,000 (excluding 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next seven years.

ATTACHMENTS:
Amendment No. 2 Attached at the bottom
Certificate of Insurance
Amendment No. 1
Original Construction Contract Item 23-0222

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Funding will be provided on a project-by-project basis.

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 02/13/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-102, Invitation to Bid (ITB) No. 23/48/B, dated March 14, 2023.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño Date: 02/13/2026
CPO Comment/Exceptions: Adding comp & Extending term

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: julia.bland@hubinternational.com
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Company of America — 12572 INSURER B : Builders Trust of New Mexico INSURER C : Evanston Insurance Company — 35378 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 X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			S 2569261	4/12/2025	4/12/2026	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 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2569261	4/12/2025	4/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2569261	4/12/2025	4/12/2026	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		5752	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			S 2569261	4/12/2025	4/12/2026	Ded: $1,000 / Limit:	100,000
C	Pollution/Environmen			CPLMOL127106	10/28/2024	10/28/2026	1,000,000 /	2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Item# 25-0189
Munis Contract# 3204005
Original Contract Item# 23-0222
ITB #: 23/48/B

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0222

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and GM Emulsion, 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly the legal or regulatory change impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with

NMSA 1978, Sections 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Jun 4, 2025 21:18 MDT)

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
GM Emulsion, LLC.

Gabriel Martinez (Apr 10, 2025 11:57 MDT)

GABRIEL MARTINEZ
VICE-PRESIDENT

DATE: Apr 10, 2025

CRS# 03-181502-00-2

Registration # 110289

ATTEST:

ANDREA SALAZAR (Jun 2025 08:36 MDT)

ANDRÉA SALAZAR, CITY CLERK
GB MTG 05-14-25

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 10, 2025 12:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ATTACHMENT #1

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda – CPO
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00PM MST

ITB # 23/48/B - On-Call Roadway and Trails Construction Services

Awarded Contractor: GM Emulsion (Item # 23-0222; Munis # 3204005)

Item #	Bid Item	Item description	Unit of Measure	Quantity	Current Unit Price Written in Numbers (Dollar & Cents)	Proposed New Unit Price Written in Numbers (Dollar & Cents)	Percentage of Increase/ (Decrease)
1	203000	Unclassified Excavation	C.Y.	1	$12.00	$14.40	20%
2	203100	Borrow	C.Y.	1	$18.00	$21.60	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$20.00	$24.00	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$25.00	$30.00	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.00	$18.00	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$0.50	$0.60	20%
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$0.50	$0.60	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$0.50	$0.60	20%
9	208000	Linear Grading	Mile	1	$7,500.00	$9,000.00	20%
10	209000	Blading and Reshaping	Mile	1	$7,500.00	$9,000.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$50.00	$60.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$50.00	$60.00	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.00	$6.00	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.00	$2.40	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.00	$2.40	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.00	$2.40	20%
17	303160	Base Course 6"	S.Y.	1	$12.00	$14.40	20%
18	403600	Open Graded Friction Course Complete (5/8")	S.Y./IN	1	$25.00	$30.00	20%
19	405000	Detour Pavement Construction	S.Y.	1	$65.00	$78.00	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$950.00	$1,140.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$1,250.00	$1,500.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,500.00	$1,800.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$150.00	$180.00	20%
24	408100	Prime Coat Material	Ton	1	$950.00	$1,140.00	20%
25	411000	Hot Poured Crack Sealing	LB	1	$3.50	$4.20	20%
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" - 6" Wide Cracks)	LB	1	$4.50	$5.40	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.35	$1.62	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.35	$1.62	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.35	$1.62	20%
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.35	$1.62	20%
31	416000	Minor Pavement	S.Y./IN	1	$15.00	$18.00	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$165.00	$198.00	20%
33	417000	Miscellaneous Paving	S.Y.	1	$165.00	$198.00	20%
34	417100	Asphalt Curb (6" Width)	L.F.	1	$50.00	$60.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$13.00	$15.60	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$13.00	$15.60	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$13.00	$15.60	20%
38	423283	HMA SP-IV Complete	Ton	1	$150.00	$180.00	20%

39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$13.00	$15.60	20%
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$13.00	$15.60	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$13.00	$15.60	20%
42	451060	Concrete Pavement – 6" (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$165.00	$198.00	20%
43	451080	Concrete Pavement - 8"	S.Y.	1	$315.00	$378.00	20%
44	502030	Drilled Shaft Foundation 30" D	L.F.	1	$165.00	$198.00	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,760.00	$2,112.00	20%
46	511500	Concrete Patch Work (1/4" to ½" Thick)	S.F.	1	$16.00	$19.20	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$10.00	$12.00	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,760.00	$2,112.00	20%
49	516000	Flowable Fill	C.Y.	1	$360.00	$432.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$5.00	$6.00	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.50	$3.00	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$2.50	$3.00	20%
53	543002A	Metal Railing, Type D	L.F.	1	$250.00	$300.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$275.00	$330.00	20%
55	543002C	Metal Railing, Type Thrie	L.F.	1	$360.00	$432.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$50.00	$60.00	20%
57	570018	18" Culvert Pipe	L.F.	1	$70.00	$84.00	20%
58	570024	24" Culvert Pipe	L.F.	1	$90.00	$108.00	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$750.00	$900.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$125.00	$150.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$1,500.00	$1,800.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$150.00	$180.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$1,900.00	$2,280.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$225.00	$270.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$4,000.00	$4,800.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$100.00	$120.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$500.00	$600.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$120.00	$144.00	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$760.00	$912.00	20%
70	571000	3/8" Diamond Plate	S.F.	1	$55.00	$66.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$3.00	$3.60	20%
72	602010	Riprap Class B	C.Y.	1	$250.00	$300.00	20%
73	602030	Riprap Class D	C.Y.	1	$250.00	$300.00	20%
74	602060	Riprap Class G	C.Y.	1	$250.00	$300.00	20%
75	602200	Gabions with rocks	C.Y.	1	$350.00	$420.00	20%
76	603100	Temporary Soil Stabilant	ACRE	1	$4,500.00	$5,400.00	20%
77	603200	Silt Fence	L.F.	1	$5.50	$6.60	20%
78	603220	Check Dam Type I	L.F.	1	$5.50	$6.60	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$200.00	$240.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$200.00	$240.00	20%
81	603261	Mulch Socks	L.F.	1	$7.00	$8.40	20%
82	603262	Composted Mulch Socks	L.F.	1	$7.00	$8.40	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$55.00	$66.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$145.00	$174.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,300.00	$3,960.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$5,000.00	$6,000.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$4,125.00	$4,950.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$5,000.00	$6,000.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$62.00	$74.40	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$10.00	$12.00	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$10.00	$12.00	20%
92	607026	Chain Link Fence 6'	L.F.	1	$55.00	$66.00	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$250.00	$300.00	20%
94	607080	Bike Racks	EACH	1	$1,300.00	$1,560.00	20%
95	607455	Chain Link Gate, 8' X 8'	EACH	1	$1,520.00	$1,824.00	20%
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$140.00	$168.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$130.00	$156.00	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$115.00	$138.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$150.00	$180.00	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$140.00	$168.00	20%

101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$127.05	$152.46	20%
102	608106	Drive Pad 6"	S.Y.	1	$140.00	$168.00	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$140.00	$168.00	20%
104	608300	Detectable Warning Plastic	S.F.	1	$71.50	$85.80	20%
105	608400	Ada Ramp	S.Y.	1	$5,000.00	$6,000.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$150.00	$180.00	20%
107	609200	Header Curb	L.F.	1	$33.00	$39.60	20%
108	609202	12"-18" Tall Cut-Off Wall	L.F.	1	$50.00	$60.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$140.00	$168.00	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$44.00	$52.80	20%
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$38.50	$46.20	20%
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$46.20	$55.44	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$42.00	$50.40	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$50.00	$60.00	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$44.00	$52.80	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$55.00	$66.00	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$50.00	$60.00	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	$38.50	$46.20	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$50.00	$60.00	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$44.00	$52.80	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$38.50	$46.20	20%
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$55.00	$66.00	20%
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$50.00	$60.00	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$44.00	$52.80	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$50.00	$60.00	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$55.00	$66.00	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$60.50	$72.60	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$55.00	$66.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$50.00	$60.00	20%
130	609430C	Concrete Vertical Curb & Gutter 6" x 30" **Colored** (1-30 LF)	L.F.	1	$66.00	$79.20	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$60.50	$72.60	20%
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$55.00	$66.00	20%
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$137.50	$165.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$143.00	$171.60	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$46.20	$55.44	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$88.55	$106.26	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$50.00	$60.00	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$44.00	$52.80	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$38.50	$46.20	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$55.00	$66.00	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored**	L.F.	1	$50.00	$60.00	20%

		(26-250 LF)					
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$44.00	$52.80	20%
143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$138.05	$165.66	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$2,000.00	$2,400.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$1,250.00	$1,500.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$25,000.00	$30,000.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$25,000.00	$30,000.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4'	EACH	1	$25,000.00	$30,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$30,000.00	$36,000.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$35,000.00	$42,000.00	20%
151	623600	Junction Box	EACH	1	$25,000.00	$30,000.00	20%
152	623999	Modify Existing Inlet	EACH	1	$10,000.00	$12,000.00	20%
153	632000	Class A Seeding	ACRE	1	$15,750.00	$18,900.00	20%
154	632020	Class C Seeding	ACRE	1	$35,000.00	$42,000.00	20%
155	632100	Manhole Extension	EACH	1	$2,500.00	$3,000.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$5,000.00	$6,000.00	20%
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$2,500.00	$3,000.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$2,500.00	$3,000.00	20%
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,000.00	$6,000.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$7,500.00	$9,000.00	20%
161	663850	Water Valve Adjustment	EACH	1	$1,500.00	$1,800.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$1,500.00	$1,800.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$500.00	$600.00	20%
164	667209	Crusher Fines	C.Y.	1	$25.00	$30.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$70.00	$84.00	20%
166	667500	Bollard	EACH	1	$1,500.00	$1,800.00	20%
167	667501	Parking Bumpers	EACH	1	$200.00	$240.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$193.00	$231.60	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$250.00	$300.00	20%
170	667515	Litter Receptacle	EACH	1	$935.00	$1,122.00	20%
171	667520A	Park Bench 6'	EACH	1	$1,155.00	$1,386.00	20%
172	667520B	Park Bench 8'	EACH	1	$1,375.00	$1,650.00	20%
173	701000	Panel Signs	S.F.	1	$30.00	$36.00	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$250.00	$300.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$12.50	$15.00	20%
177	702000	Construction Signing	S.F.	1	$12.00	$14.40	20%
178	702110	Portable Sign Support	EACH	1	$5.00	$6.00	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$5.00	$6.00	20%
181	702610	Portable Changeable Message Sign	EACH	1	$2,500.00	$3,000.00	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$25,000.00	$30,000.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$15,000.00	$18,000.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$10.00	$12.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.00	$1.20	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$5.00	$6.00	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.00	$1.20	20%
188	704100	Removable Marking Tape 4"	L.F.	1	$2.50	$3.00	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$5.50	$6.60	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$9.00	$10.80	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$175.00	$210.00	20%
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$120.00	$144.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$120.00	$144.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$115.00	$138.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$160.00	$192.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$20.00	$24.00	20%

197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$320.00	$384.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$160.00	$192.00	20%
199	704754	Hot Thermoplastic Stripe 4"	L.F.	1	$1.00	$1.20	20%
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	$5.00	$6.00	20%
201	704762	Hot Thermoplastic Stripe 12"	L.F.	1	$5.00	$6.00	20%
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape	L.F.	1	$15.00	$18.00	20%
203	704764	Hot Thermoplastic Stripe 24"	L.F.	1	$9.00	$10.80	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape	L.F.	1	$25.00	$30.00	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$500.00	$600.00	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$500.00	$600.00	20%
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$410.00	$492.00	20%
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$410.00	$492.00	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$310.00	$372.00	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$375.00	$450.00	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$375.00	$450.00	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$375.00	$450.00	20%
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$300.00	$360.00	20%
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	1	$300.00	$360.00	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	1	$380.00	$456.00	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	1	$15.00	$18.00	20%
217	706110	Service Riser (Lighting)	EACH	1	$3,500.00	$4,200.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	1	$12,000.00	$14,400.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	1	$9,658.00	$11,589.60	20%
220	707530	Type V Standard, 30'	EACH	1	$5,635.00	$6,762.00	20%
221	707540	Type V Standard, 40'	EACH	1	$8,712.00	$10,454.40	20%
222	707550	Type V Standard, 50'	EACH	1	$12,685.00	$15,222.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	1	$7,000.00	$8,400.00	20%
224	707801	Remove & Reset Type I Standard Complete	EACH	1	$850.00	$1,020.00	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	1	$2,400.00	$2,880.00	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	1	$6,145.00	$7,374.00	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	1	$21.50	$25.80	20%
228	709030	Rigid Electrical Conduit 3"	L.F.	1	$35.00	$42.00	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	1	$50.00	$60.00	20%
230	710000	Electrical Pull Box (Standard)	EACH	1	$1,340.00	$1,608.00	20%
231	710010	Electrical Pull Box (Large)	EACH	1	$1,500.00	$1,800.00	20%
232	711102	Single Conductor 2	L.F.	1	$6.00	$7.20	20%
233	711230	Single Conductor 3/0	L.F.	1	$10.50	$12.60	20%
234	716701	LED Roadway Luminaire	EACH	1	$850.00	$1,020.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	1	$1,500.00	$1,800.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	1	$1.00	$1.20	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	1	$140.00	$168.00	20%
		Bidder's Total Cost			$457,535.45		
		EXCEL Caclulation			$457,535.45	$549,042.54	20%

GB 600 GM Emulsion LLC Amendment 1 dept

Final Audit Report 2025-04-28

Created:	2025-04-24
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA_cPITnPApCsIOmcXFDvvZ__KqAhWM9Yh

"GB 600 GM Emulsion LLC Amendment 1 dept" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-04-24 - 9:42:07 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-04-24 - 9:46:50 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-25 - 5:25:33 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-25 - 5:34:20 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
2025-04-25 - 5:34:27 PM GMT

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2025-04-25 - 5:50:35 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-04-25 - 5:52:29 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-04-25 - 5:52:36 PM GMT

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2025-04-28 - 5:46:38 PM GMT- IP address: 104.47.64.254

Document declined by EMILY OSTER (ekoster@santafenm.gov)
Decline reason: Hi Kristy, I am declining this document because I already signed it. Jimmy sent it to me as well. Thanks, Emily
2025-04-28 - 5:47:23 PM GMT- IP address: 63.232.20.2

GB 600 GM Emulsion LLC Amendment 1 dept

Final Audit Report 2025-04-29

Created:	2025-04-28
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhoNHPQfXX_GUOzbrfry8MzQJTIQ2pOTE

"GB 600 GM Emulsion LLC Amendment 1 dept" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-04-28 - 9:34:18 PM GMT- IP address: 216.147.121.94

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2025-04-28 - 9:45:37 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-04-29 - 9:13:12 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-04-29 - 9:23:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-29 - 9:23:22 PM GMT

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Item# 23-0222
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

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

RECITALS

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

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City’s failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City’s acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager’s determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract;
work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of “Non-Conformance” or notice of the Contractor’s apparent “Default of Contract.”

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List

e. Step V. Notice of Punch List Completion and Request of Final Inspection
f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the

punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The

City shall not release retained amounts until physical completion and when the Contractor fully complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico

State Highway and Transportation Department within this bidding documents, shall be interpreted as, “City of Santa Fe”.

b. NMDOT Project Manager shall be interpreted as, “City of Santa Fe, Construction/Project Manager.”
c. NMDOT Traffic Engineer shall be interpreted as “City of Santa Fe, Traffic Engineer.”
d. District Traffic Engineer shall be interpreted a “City of Santa Fe, Traffic Engineer.”

2. Existing Conditions

It is the Contractor’s responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder’s Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor’s progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a

task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond

the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink

Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	GM Emulsion, LLC
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection

to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe 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 City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City'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 Awarded 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 Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

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

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

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

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

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all

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

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this

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

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the

remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

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

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Gabriel Martinez, GM Emulsion, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, gabriel@gmemulsion.com.

29. Authority.

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

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

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

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
GM Emulsion, LLC.

GABRIEL MARTINEZ
VICE-PRESIDENT

DATE:

CRS# 03-181502-00-2
Registration # 110289

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:11 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:51 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

F. PROCUREMENT FORMS

1.0 Bid Form – Stipulated Sum (Single-Prime Contract)

Bid No: 23/48/B

Project: On-Call Roadway & Trails Construction Services

Date of Issuance of Invitation to Bid: February 10, 2023

This Bid is submitted **electronically** to:

Central Purchasing Division, City of Santa Fe Email: Purchasing_ITB@santafenm.gov

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

2. The Bidder accepts all the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of bid security and other bidding documents. This Bid will remain subject to acceptance for 60 days after the day of bid opening. The Bidder shall sign and submit the Contract between City and Contractor with the bonds and other documents required by the bidding requirements within fifteen (15) calendar days after the date of the City's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the bidding documents and of the following amendment/addenda (receipt of all of which is hereby acknowledged):

No.	1	Date	2/24/2023	No.		Date	
No.	2	Date	2/27/2023	No.		Date	
No.	3	Date	3/3/2023	No.		Date	
No.	4	Date	3/6/2023	No.		Date	

B. The Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.

E. The Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's

representative is acceptable to the Bidder. All of this must be accomplished prior to the bid date.

F. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City. It is understood that the City reserves the right to reject any or all bids and to waive any technical irregularities in the bidding.

G. It is the intent of the City to award a contract to the responsible Bidder submitting the lowest total option, provided the bid has been submitted in accordance with the requirements of the bidding documents and is in the best interest of the City.

4. The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the work listed in the PROCUREMENT SCOPE.

- Contractor shall be responsible for adherence to the contract documents, construction documents, specifications and approved directives.
- Contractor shall be responsible for State CID requirements and permit.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
- Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

2.0 Bid Form – Unit Price(s):

Note: SSHBC means *Standard Specifications for Highway and Bridge Construction,* 2019 Edn,, NMDOT. The L.S. price shall be for the specifications listed in the SSHBC.

1. The Bidder agrees that:

A. All the work to be performed shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed by the end of the written contract term.

B. Upon execution of the contract, that if the Contractor neglects, refuses, or otherwise fails to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City the amount of Two Hundred Fifty Dollars ($250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the work called for.

D. The City reserves the right to reject any or all bids and to waive any technical irregularities in the bidding.

2. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal with the bid is a condition of a responsible and responsive bid:

   A. Agent's Affidavit
   B. Subcontractor Listing Form
   C. Non-Collusion Affidavit of Prime Bidder
   D. Certificate of Non-Segregated Facilities
   E. Certificate of Bidder Regarding Equal Employment Opportunity
   F. Certificate of current registration with the NMDWS
   G. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID

   If any of the above documents are not included, current and completed in good order, the Bid shall be deemed non-responsive.

3. The following sample forms are attached to and their completion and submittal (as required) is a condition of award and/or performance of contract:

   A. Certificate of City of Santa Fe Business Registration (This form must be submitted upon Award of Contract.)
   B. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
   C. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
   D. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
   E. Weekly Payroll Form (This form must be provided during Construction.)
   F. Payroll Statement of Compliance (This form must be provided during Construction.)
   G. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
   H. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
   I. Project-specific Certificate of General Liability Insurance (Current COI must be provided within ten (10) days after City NOA.)

3.0 Signatures:

The individual(s) signing this Bid represents and warrants that he or she has the power and authority to bind the Company, and that no further action, resolution, or approval is necessary to enter into a binding Contract.

If the Bidder is:

A. ☐ Individual, ☐ Partnership, ☒ Corporation, ☐ Joint Venture

Fill in the pertinent information:

By: Gabriel Martinez (Individual's Name) Vice President (Title)

General Partner: _____

Company Name: GM EMULSION, LLC

Business address: 5935 Agua Fria Street, Santa Fe, NM 87507

Telephone: 505-471-9981 Email of contact person: gabriel@gmemulsion.com

New Mexico
(State of Incorporation)

If a New Mexico Corporation:
55770
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority

Attest: _____
(Secretary)

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write "none")

NM License No.: 370602 Classification: GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08

NM Taxation and Revenue CRS No.: 03-181502-002

City of Santa Fe Business Registration No.: 110289

New Mexico DWS Registration No.: 002461320120530

G. SUPPLEMENT TO BID FORMS

Non-Collusion Affidavit of Prime Bidder

STATE OF) New Mexico
) ss.
COUNTY OF) Santa Fe

Gabriel Martinez, being first duly sworn, deposes and says that:

1) He is the Vice President of GM EMULSION, LLC, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder 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 the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: _____

Title: Vice President

Subscribed and sworn to before me this 9 day of March, 2023.

_____
Notary Public

My Commission expires: 5-7-25

RANDALL GALLEGOS
Notary Public - State of New Mexico
Commission # 1133374
My Comm. Expires May 7, 2025

Certification of Non Segregated Facilities

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: Vice President

Subscribed and sworn to before me this 9 day of March, 2023.

_____
Notary Public

My Commission expires: 5-7-25

RANDALL GALLEGOS
Notary Public - State of New Mexico
Commission # 1133374
My Comm. Expires May 7, 2025

Non-debarment Certification

BIDDER GM EMULSION, LLC
ADDRESS 5935 Agua Fria Street, Santa Fe, NM 87507

The Federal Highway Administration suspends or debars contractors to protect taxpayer dollars and the City of Santa Fe ("City") is required to Award Contracts to responsible Bidders, the submission of the Bid is the Bidder's certification that neither it nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any federal department or agency. The Bidder further agrees that if it is the lowest Responsible Bidder and awarded the Contract then it shall comply with the following:

1. The Contractor shall verify through the SAM.gov website at https://sam.gov/content/home that its Subcontractor(s), at any tier(s), is not presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project. The result of this verification shall be provided in the New Mexico Department of Transportation's permission to subcontract request form number A-1086 and A-1087; and

2. If circumstances change to render this certification inaccurate, then the contractor shall provide the changed circumstances immediately in writing to the Construction/Project Manager. If the Contractor knowingly makes a false certification, the City may take any available actions under the Contract.

I acknowledge.

Gabriel Martinez 3/14/2023
PRINT NAME, SIGN and DATE

Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: GM EMULSION, LLC

Address: 5935 Agua Fria Street, Santa Fe, NM 87507

1. Bidder has participated in a previous Contract or subcontract subject to the Equal Opportunity Clause.

   X Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

   X Yes _____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Gabriel Martinez Vice President

Name and Title of Signer (please type)

Signature

3/14/2023

Date

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	Electrical
NAME	Bixby Electric
ADDRESS	521 Wheeler Ave SE, ABQ, NM 87102
TELEPHONE#	505-842-5384
LICENSE #	028568
NM DEPT. OF LABOR REGISTRATION	0190612011621
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	Concrete work
NAME	GME General Building, LLC
ADDRESS	5935 Agua Fria Street, Santa Fe, NM 87507
TELEPHONE#	505-471-9811
LICENSE #	396923
NM DEPT. OF LABOR REGISTRATION	002461320120530
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	Survey and Testing
NAME	BSN Santa Fe
ADDRESS	28 Bisbee Court, Ste B-10, Santa Fe, NM 87508
TELEPHONE#	505-473-7973
LICENSE #	15807
NM DEPT. OF LABOR REGISTRATION	1739920141222
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	Metal Barrier
NAME	San Bar Construction
ADDRESS	9101 Broadway SE, Albuquerque, NM 87105
TELEPHONE#	505-452-8000
LICENSE #	30106
NM DEPT. OF LABOR REGISTRATION	0191082011623
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	Vibration monitoring
NAME	WSP USA Environmental
ADDRESS	4221 Balloon Park Road NE, Albuquerque, NM 87109
TELEPHONE#	505-821-1801
LICENSE #	56124
NM DEPT. OF LABOR REGISTRATION	1742420150120
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	Traffic Control
NAME	Highway Supply
ADDRESS	6221 Chappell Road, NE, ABQ, NM 87113
TELEPHONE#	505-345-8295
LICENSE #	91853
NM DEPT. OF LABOR REGISTRATION	002199220110314
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	SWPPP Work
NAME	E2RC, LLC
ADDRESS	439 South Hill Road, Bernalillo, NM 87004
TELEPHONE#	505-867-4040
LICENSE #	350871
NM DEPT. OF LABOR REGISTRATION	1772820160104
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

GM Emulsion, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: May 21, 2021
Expiration Date: May 21, 2023
WBENC National Certification Number: WBE2101199

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Authorized by Bliss Coulter, President & CEO
Women's Business Center

Women's Business Council – Southwest

NAICS: 237310
UNSPSC: 72131700, 72131701

Center for Women & Enterprise · Great Lakes Women's Business Council · Greater Women's Business Council · WBEC Florida · WBEC Metro NY · WBEC Greater DMV · WBEA · WBEC East · WBEC ORV · WBEC Pacific · Women's Business Development Center · WBEC South · WBEC West

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unth[illegible]
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **GM EMULSION LLC**

PERMANENT LICENSE # 370602

Located At: **5935 AGUA FRIA STREET, SANTA FE, NM 87507**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of

GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

06/30/2011

Signature of Contractor

Pat McMurray
Director

[illegible] now and shall remain [illegible] LICTION INDU[illegible] ON and shall be su[illegible] demand. This certificate [illegible]

Certificate of Registration

This is to certify that:

GM Emulsion, LLC

is registered as a Disadvantaged Business Enterprise with the
New Mexico Department of Transportation (NMDOT)
Disadvantaged Business Enterprise (DBE) Program
& New Mexico Unified Certification Program (NMUCP)

And is therefore so recognized as certified beginning on August 3, 2012

In accordance with 49 CFR Part 26 as amended, for continued DBE certification, an Annual Affidavit, Personal Net Worth statement, and the previous year's federal business and personal taxes must be submitted by the DBE owner(s) to NMDOT on or before the anniversary date.

CERTIFICATE NO. 12-08-462

CERTIFICATION REVIEW OFFICER

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

GM Emulsion LLC

5935 AGUA FRIA ST

SANTA FE, NM, 87507-9030

has registered with the Department of Workforce Solutions

Registration Date: 4/19/2018 **Registration Number: 002461320120530**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3060, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **G M EMULSION, LLC**

DBA: **G M EMULSION, LLC**
5935 AGUA FRIA ST
SANTA FE, NM 87507-9030

Expires: **23-Jul-2024**

Certificate Number:

L0509300144

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **G M EMULSION, LLC**

DBA: **G M EMULSION, LLC**
5935 AGUA FRIA ST
SANTA FE, NM 87507-9030

Expires: **12-Aug-2024**

Certificate Number:

L0878292400

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

From:
To:
Date: Wednesday, February 17, 2021 11:22:23 AM



Sent from my iPhone

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
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

City of Santa Fe
Official Notice of Award

April 26, 2023

Mr. Gabriel Martinez
Vice President
GM Emulsion, LLC.
5935 Agua Fria St.
Santa Fe, NM 87507

Re. Bid #23/48/B

Dear Mr. Martinez,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Construction Contract Between the City of Santa Fe (City) and GM Emulsion, LLC. to provide on-call roadways and trails construction services. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail.

As stated in your pending Agreement, the City will pay in full for services satisfactorily performed as per Task Order. When a Task Order is issued, you will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to you under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. A Notice to Proceed will be issued as per Task Order. If the Task Order will amount to one hundred twenty-five thousand dollars ($125,000) or more, the City will require Construction Contract Performance and Payment Bonds from you prior to the issuance of a Purchase Order.

Thank you, and we look forward working with you.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPM
Public Works Capital Projects Manager
Complete Streets Division

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

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143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

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200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12"	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24"	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

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233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4" Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5" caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing's Calculations	$65,540.00	$36,915.00 *Purchasing's Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder's Calculations	**$65,540.00**	**$46,590.00** *Bidder's Calculations	**$38,125.00**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL *Purchasing's Calculations			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

City of Santa Fe, New Mexico
Memorandum

DATE: April 14, 2023

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Apr 24, 2023 12:41 MDT)
Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager RGM

ACTION:
Request for the Approval of a Construction Contract with GM Emulsion, LLC., in the Total Amount of $10M Excluding NMGRT (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623).

BACKGROUND AND SUMMARY:
To establish a City-wide Price Agreement for on-call roadways and trails construction services, the City Procurement Office issued ITB #23/48/B on February 10, 2023. Scope of Work consists of, but is not limited to: pavement rehabilitation, roadway and trail construction, and related infrastructure such as storm water drainage, bicycle lanes, sidewalks, medians, striping, and other roadway safety features.

At the bid opening on March 14, 2023, four (4) contractors qualified for contract award including EMCO of Santa Fe, LLC., GM Emulsion, LLC., GME General Building, LLC., and JDR & Associates, LLC. See attached Bid Tab. Each of these contractors will be awarded a 2-year contract with a not to exceed amount of $10M. The term of this contract can be extended for another 2 years for a total of 4 years. This contract packet is for GM Emulsion, LLC. Others will be in a separate packet.

This contract will, as the previous contract did, support efficient deployment of funds for pavement rehabilitation as well as roadway and trails construction projects (Table 1). It provides capacity for work on already funded capital projects as well as pavement rehabilitation and emergency projects like West Alameda Culvert Replacement and the Guadalupe sinkhole repair project. Execution of these Agreements does not constitute a promise to purchase any amount of said work.

Table 1: Roadway and Trails Projects Likely to Use On-Call Construction Services

PROJECT NAME/TERMINI	EST. CONSTRUCTION START				CONSTRUCTION COST ESTIMATE
	2023	2024	2025	2026	
Acequia Trail Extension (Rufina/San Felipe)					$3.5M
Agua Fria – Cottonwood Intersection Improvements					$3.5M
Agua Fria – South Meadows Intersection Improvements					$2.5M
Arroyo de los Chamisos Crossing					$25.0M
Bishop's Lodge Road Reconstruction					$30.0M
El Camino Real Academy Trail					$1.0M
Harrison Road Sidewalk & Lighting Project					$0.5M
Henry Lynch Road Reconstruction (Rufina/Agua Fria)					$6.0M
Paseo del Sol Extension					$15.0M
St. Michael's Drive-Rail Trail Underpass					$10.0M
Tierra Contenta Trail Extension (Buffalo Grass/S. Meadows)					$2.5M
Total					**$99.5M**

PROCUREMENT METHOD:
The procurement method is via Bid#23/48/B.

CONTRACT NUMBER:
The FY23 Munis contract number is 3204005.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Various
Munis Org Name/Number: Streets/3309980; Parks/3559980
Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:
Construction Contracts
Bid Tab
COI
Santa Fe Business Registration
Procurement Checklist
Summary of Contracts

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3204005**

Contractor: **GM Emulsion, LLC.**

Description: **On-call construction contract not to exceed total amount of $10,000,000 excluding NMGRT via ITB 23/48/B**

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

Term Start Date: **TBD** Term End Date: **05/30/2025**

[☑] Approved by Council Date: **TBD**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Purchasing Officer Review: Date: Apr 28, 2023

Comment & Exceptions: awarding multiple vendors via ITB

4. **Funding Source:** **various** **Org / Object:** **various org/572970**

Andy Hopkins
Andy Hopkins (Apr 28, 2023 10:14 MDT)

Budget Officer Approval: Date: Apr 28, 2023

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **505-955-6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: GM Emulsion, LLC.

Procurement Title: On-Call Construction Contract

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Capital Projects Manager	04/13/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 28, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE , NM 87507

CRS Number: 03181502002

Owner: MICHELLE MARTINEZ

License Number: 110289

License Type: Business License - Renewable

Issued Date: February 01, 2023

Classification: Contractor - General

Expiration Date: February 01, 2024

Fees Paid: $35.00

GM EMULSION LLC
5935 AGUA FRIA ST AGUA FRIA ST
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2023

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Company of America — 12572 INSURER B : Builders Trust of New Mexico INSURER C : Evanston Insurance Company — 35378 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 X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S250551500	4/12/2023	4/12/2024	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 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S250551500	4/12/2023	4/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S250551500	4/12/2023	4/12/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5752	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			S250551500	4/12/2023	4/12/2024	Ded: $1,000 /	850,000
C	Pollution / Environm			CPLMOL113826	10/28/2022	10/28/2024	1,000,000 /	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Guadalupe Street Reconstruction Project CN S1000460/LP 50008 – Bid# 23/42/B.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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GB PWD GM Emulsion LLC - On-Call Construction Contract

Final Audit Report 2023-04-24

Created:	2023-04-21
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-OEiFYMfrpXmVGmuGl3t4eJRaOMi42FI

"GB PWD GM Emulsion LLC - On-Call Construction Contract" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-21 - 4:03:26 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-21 - 4:07:09 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-24 - 6:41:29 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-24 - 6:41:37 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-24 - 6:41:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-24 - 6:41:39 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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GB Packet_Construction ITB 23-48-B Amend 2_GM Emulsion

Final Audit Report 2026-02-13

Created:	2026-02-13
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE4RRTOTFElvEhRLmo2lmco4EUeJxG9wX

"GB Packet_Construction ITB 23-48-B Amend 2_GM Emulsion" History

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Document digitally presigned by
2025-06-05 - 2:38:12 PM GMT- IP address: 63.232.20.2

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-02-13 - 4:13:00 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2026-02-13 - 4:14:27 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2026-02-13 - 5:02:34 PM GMT- IP address: 174.218.16.18

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2026-02-13 - 5:03:47 PM GMT - Time Source: server- IP address: 174.218.16.18

Agreement completed.
2026-02-13 - 5:03:47 PM GMT

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Item No.: _____
Munis Contract No.: 3250626
Original Contract Item No.: 23-0222
ITB No.: 23/48/B

CITY OF SANTA FE, PUBLIC WORKS DEPARTMENT
AMENDMENT No. 2 TO
Item No. 23-0222

ON-CALL CONSTRUCTION CONTRACT

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **GM Emulsion 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 $10,000,000.00 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 per task order. When a task order is issued, the awarded contractor will price the

items in revised Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this agreement, including Alternates (if needed), shall not exceed twenty million dollars ($20,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Contract shall terminate May 14, 2033, unless terminated pursuant to Article 4 (Termination), or Article 5 (Appropriations). It is being extended for an additional period of seven (7) years by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. A contract for construction 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.

3. CONTRACT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
MICHAEL J. GARCIA, MAYOR

DATE:_____

CONTRACTOR:
GM Emulsion LLC

Gabriel Martinez (Feb 3, 2026 16:24:07 MST)
_____
GABRIEL MARTINEZ, VICE PRESIDENT

DATE: Feb 3, 2026
NMBTIN: 03-181502002

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Feb 3, 2026 16:27:31 MST)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
_____
FINANCE DIRECTOR

Construction Contract_Amend No. 2_ITB 23-48-B_GM Emulsion

Final Audit Report 2026-02-03

Created:	2026-02-03
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2-foA-f3zXtYSidzr5C7ARi-br6zmD2J

"Construction Contract_Amend No. 2_ITB 23-48-B_GM Emulsion" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-02-03 - 6:05:20 PM GMT- IP address: 63.232.20.2

Document emailed to Gabriel Martinez (gabriel@gmemulsion.com) for signature
2026-02-03 - 6:06:13 PM GMT

Email viewed by Gabriel Martinez (gabriel@gmemulsion.com)
2026-02-03 - 9:35:52 PM GMT- IP address: 104.28.124.140

Document e-signed by Gabriel Martinez (gabriel@gmemulsion.com)
Signature Date: 2026-02-03 - 11:24:07 PM GMT - Time Source: server- IP address: 172.59.0.154

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2026-02-03 - 11:24:09 PM GMT

Email viewed by Kevin Nault (klnault@santafenm.gov)
2026-02-03 - 11:27:02 PM GMT- IP address: 63.232.20.2

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-02-03 - 11:27:29 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-02-03 - 11:27:31 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-02-03 - 11:27:31 PM GMT

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GB_-600-Packet_Construction_ITB_23-48-B_Amend_2_GM_Emulsion (1)

Final Audit Report 2026-02-13

Created:	2026-02-13
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAQhSnn7uzDi8rqEbduPsugW4gerDA0dYz

"GB_-600-Packet_Construction_ITB_23-48-B_Amend_2_GM_Emulsion (1)" History

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Document digitally presigned by
2025-06-05 - 2:38:12 PM GMT- IP address: 63.232.20.2

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-02-13 - 6:10:31 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-02-13 - 6:13:27 PM GMT

Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-02-13 - 6:14:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-02-13 - 6:14:10 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-02-13 - 7:18:02 PM GMT- IP address: 104.47.64.254

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Signature Date: 2026-02-13 - 7:18:47 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
2026-02-13 - 7:18:50 PM GMT

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Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2026-02-13 - 7:46:38 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)

Decline reason: Cannot exceed 4 years per ITB.

2026-02-13 - 8:28:15 PM GMT- IP address: 63.232.20.2

GB_-600-Packet_Construction_ITB_23-48-B_Amend_2_GM_Emulsion (1)

Final Audit Report 2026-02-13

Created:	2026-02-13
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx32UM5B4z90RLnuTR9f7X77jwg5nkXiE

"GB_-600-Packet_Construction_ITB_23-48-B_Amend_2_GM_Emulsion (1)" History

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Document digitally presigned by
2025-06-05 - 2:38:12 PM GMT- IP address: 63.232.20.2

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-02-13 - 8:32:46 PM GMT- 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
2026-02-13 - 8:35:13 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-02-13 - 8:39:21 PM GMT- IP address: 63.232.20.2

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-02-13 - 8:39:22 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2026-02-13 - 8:44:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign
2026-02-13 - 8:44:08 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-02-13 - 11:32:35 PM GMT- IP address: 153.66.23.200

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

Signature Date: 2026-02-13 - 11:34:22 PM GMT - Time Source: server- IP address: 153.66.23.200

Agreement completed.

2026-02-13 - 11:34:22 PM GMT

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Adobe
Acrobat Sign

CITY OF SANTA FE

Date: February 12, 2026

To: Governing Body

From: Sam Burnett, Interim Public Works Department Director, [p.p. Timothy Farrell, Acting Public Works Director] Timothy Farrell

Subject: Amendment No. 2 to On-Call Construction Contract Item 23-0221

Vendor Name: Espanola Mercantile Company DBA EMCO of Santa Fe LLC

Vendor Number: 1254

ACTION:
Request for Approval of Amendment No. 2 to Construction Contract Item 23-0221 with Espanola Mercantile Company DBA EMCO of Santa Fe LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033. (Sam Burnett, Interim Public Works Department Director, jsburnett@santafenm.gov)

CONTRACT NUMBER:
The original Munis Contract Number is 3204004.

BACKGROUND AND SUMMARY:
On May 14, 2023, the Governing Body approved on-call construction contracts with Espanola Mercantile Company DBA EMCO of Santa Fe LLC (EMCO) and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

In accordance with the Invitation to Bid (ITB No. 23/48/B) for On-Call Construction Services, multiple responsive vendors were selected for contracts based on lowest bidder and performance criteria. EMCO has provided services throughout the City and proven to be cost-effective, reliable, and capable of consistently providing high quality results.

This amendment increases the amount of compensation by $10,000,000 for a new total compensation of $20,000,000 (excluding 8.1875% NMGRT) and extends the contract for an additional period of seven (7) years, terminating May 14, 2033. A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 152 or SFCC 1987, Section 11-13.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. The new $20,000,000 (excluding 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next seven years.

ATTACHMENTS:
Amendment No. 2
Certificate of Insurance
Amendment No. 1
Original Construction Contract Item 23-0221

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Funding will be provided on a project-by-project basis.

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 02/13/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-102, Invitation to Bid (ITB) No. 23/48/B, dated March 14, 2023.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño Date: 02/13/2026
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item No.: _____
Munis Contract No.: 3204004
Original Contract Item No.: 23-0221
ITB No.: 23/48/B

CITY OF SANTA FE, PUBLIC WORKS DEPARTMENT
AMENDMENT No. 2 TO
Item No. 23-0221

ON-CALL CONSTRUCTION CONTRACT

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Espanola Mercantile Company DBA EMCO of Santa Fe 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 $10,000,000.00 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 per task order. When a task order is issued, the awarded contractor will price the

items in revised Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this agreement, including Alternates (if needed), shall not exceed twenty million dollars ($20,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Contract shall terminate May 14, 2033, unless terminated pursuant to Article 4 (Termination), or Article 5 (Appropriations). It is being extended for an additional period of seven (7) years by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. A contract for construction 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.

3. CONTRACT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
MICHAEL J. GARCIA, MAYOR

DATE:_____

CONTRACTOR:
Espanola Mercantile Company
DBA EMCO of Santa Fe LLC

Katharine C Fishman
Katharine C Fishman (Feb 3, 2026 13:05:12 MST)
KATHARINE C. FISHMAN, MANAGER

DATE: Feb 3, 2026
NMBTIN: 03-245374004

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Feb 3, 2026 13:46:23 MST)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
FINANCE DIRECTOR

Construction Contract_Amend No. 2_ITB 23-48-B_EMCO

Final Audit Report 2026-02-03

Created:	2026-02-03
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYJpLLAOatCitycQNUu2gx4Yv3CZ8zNFx

"Construction Contract_Amend No. 2_ITB 23-48-B_EMCO" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-02-03 - 6:01:48 PM GMT- IP address: 63.232.20.2

Document emailed to Katharine Fishman (kfishman@espmerc.com) for signature
2026-02-03 - 6:02:45 PM GMT

Email viewed by Katharine Fishman (kfishman@espmerc.com)
2026-02-03 - 6:42:03 PM GMT- IP address: 18.208.30.166

Signer Katharine Fishman (kfishman@espmerc.com) entered name at signing as Katharine C Fishman
2026-02-03 - 8:05:10 PM GMT- IP address: 96.77.27.209

Document e-signed by Katharine C Fishman (kfishman@espmerc.com)
Signature Date: 2026-02-03 - 8:05:12 PM GMT - Time Source: server- IP address: 96.77.27.209

Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
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Email viewed by Kevin Nault (klnault@santafenm.gov)
2026-02-03 - 8:44:46 PM GMT- IP address: 172.59.1.70

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-02-03 - 8:46:21 PM GMT- IP address: 172.59.1.70

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-02-03 - 8:46:23 PM GMT - Time Source: server- IP address: 172.59.1.70

Agreement completed.
2026-02-03 - 8:46:23 PM GMT

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ESPAMER-01 TMCINTURFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Teresa McInturff PHONE (A/C, No, Ext): (505) 425-2075 FAX (A/C, No): (866) 745-6430 E-MAIL ADDRESS: Teresa.McInturff@hubinternational.com
INSURED EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507	INSURER A : The Phoenix Insurance Company — 25623 INSURER B : St. Paul Protective Insurance Company — 19224 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company — 25658 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		Y-630-3X719568-PHX-25	12/31/2025	12/31/2026	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 $ 0 $ 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			810-3X633773-25-14-G	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			EX-5X490882-25-14	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6X247578-24-14-G	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JOB: All City of Santa Fe Jobs

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Apr 22, 2025 12:47 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Subject: Amendment #1 to On-Call Construction Contract 23-0221

Vendor Name: EMCO of Santa Fe, LLC

Munis Vendor Number: 1254

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Construction Contract Item 23-0221 with EMCO of Santa Fe, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3204004.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with EMCO of Santa Fe, LLC and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower that the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:

Amendment #1
Price Increase Justification Letter
Original contract packet
COI

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: TBD

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

Comment/Exceptions: _____

Item# 25-0188
Munis Contract# 3204004
Original Contract Item# 23-0221
ITB #: 23/48/B

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0221

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and EMCO of Santa Fe, 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly the legal or regulatory change impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with

NMSA 1978, Sections 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (May 19, 2025 18:57 MDT)

ALAN WEBBER, MAYOR

DATE: 05/19/2025

CONTRACTOR:
EMCO of Santa Fe, LLC.

Katharine C Fishman (Apr 10, 2025 17:39 MDT)

KATHARINE C. FISHMAN
MANAGER

DATE: Apr 10, 2025

CRS # 03-245374-00-4

Registration # 225893

ATTEST:

ANDREA SALAZAR (May 20, 2025 15:45 MDT)

ANDRÉA SALAZAR, CITY CLERK
GB MTG 05/14/25

CITY ATTORNEY'S OFFICE:

Marcos Martinez (Apr 11, 2025 09:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Ostar

FINANCE DIRECTOR

ATTACHMENT #1

CITY OF SANTA FE
PURCHASING OFFIC
200 Lincoln Ave Room 120 Santa F
Travis Dutton-Leyda – C
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00

ITB # 23/48/B - On-Call Roadway and Trails C

Awarded Contractor: EMCO (Item # 23-0221

Item #	Bid Item	Item description	Unit of Measure	Quantity
1	203000	Unclassified Excavation	C.Y.	1
2	203100	Borrow	C.Y.	1
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1
4	203205	Sub-excavation & Re-compaction	C.Y.	1
5	203211	Unstable Subgrade Stabilization	S.Y.	1
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1
9	208000	Linear Grading	Mile	1
10	209000	Blading and Reshaping	Mile	1
11	210000	Excavation & Backfill for Major Structures	C.Y.	1
12	210005	Temporary Retaining Wall/Sloping	S.F.	1
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1

16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1
17	303160	Base Course 6”	S.Y.	1
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1
19	405000	Detour Pavement Construction	S.Y.	1
20	407000	Asphalt Material for Tack Coat	Ton	1
21	407000A	Fog Seal for Roadway	Ton	1
22	407000B	Fog Seal for Trails	Ton	1
23	403701	Open Graded Friction Course Complete	Ton	1
24	408100	Prime Coat Material	Ton	1
25	411000	Hot Poured Crack Sealing	LB	1
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1
31	416000	Minor Pavement	S.Y./IN	1
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1
33	417000	Miscellaneous Paving	S.Y.	1
34	417100	Asphalt Curb (6” Width)	L.F.	1
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1
38	423283	HMA SP-IV Complete	Ton	1
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1

43	451080	Concrete Pavement - 8”	S.Y.	1
44	502030	Drilled Shaft Foundation 30” D	L.F.	1
45	511000	Structural Concrete, CL A	C.Y.	1
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1
47	511501	Stucco (Color Determined by Project)	S.F.	1
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1
49	516000	Flowable Fill	C.Y.	1
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1
51	540060	Reinforcing Bars Grade 60	LB	1
52	541200	Structural Steel for Miscellaneous Structures	LB	1
53	543002A	Metal Railing, Type D	L.F.	1
54	543002B	Metal Railing, Type W	L.F	1
55	543002C	Metal Railing, Type Thrie	L.F.	1
56	570012	12" Culvert Pipe	L.F.	1
57	570018	18" Culvert Pipe	L.F.	1
58	570024	24" Culvert Pipe	L.F.	1
59	570025	24" Culvert Pipe End Section	EACH	1
60	570030	30" Culvert Pipe	L.F.	1
61	570031	30" Culvert Pipe End Section	EACH	1
62	570036	36" Culvert Pipe	L.F.	1
63	570037	36" Culvert Pipe End Section	EACH	1
64	570048	48" Culvert Pipe	L.F.	1
65	570049	48" Culvert Pipe End Section	EACH	1
66	570425	18" Storm Drain Culvert Pipe	L.F.	1
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1
68	570437	24" Storm Drain Culvert Pipe	L.F.	1
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1
70	571000	3/8” Diamond Plate	S.F.	1
71	601110	Removal of Surfacing	S.Y.	1
72	602010	Riprap Class B	C.Y.	1
73	602030	Riprap Class D	C.Y.	1
74	602060	Riprap Class G	C.Y.	1
75	602200	Gabions with rocks	C.Y.	1
76	603100	Temporary Soil Stabilant	ACRE	1
77	603200	Silt Fence	L.F.	1
78	603220	Check Dam Type I	L.F.	1

79	603250	Drop Inlet Protection Type I	EACH	1
80	603251	Drop Inlet Protection Type II	EACH	1
81	603261	Mulch Socks	L.F.	1
82	603262	Composted Mulch Socks	L.F.	1
83	606000	Metal Barrier W-Beam	L.F.	1
84	606010	Metal Barrier Thrie - Beam	L.F.	1
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1
86	606051	End Treatment TL-3 End Terminal	EACH	1
87	606052	End Treatment TL-2 End Terminal	EACH	1
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1
89	606499	Post and Cable Barrier	L.F.	1
90	607004	Barbed Wire Fence 4'	L.F.	1
91	607005	Barbless Wire Fence 4'	L.F.	1
92	607026	Chain Link Fence 6'	L.F.	1
93	607079	Pedestrian/Bicycle Railing	L.F.	1
94	607080	Bike Racks	EACH	1
95	607455	Chain Link Gate, 8' X 8’	EACH	1
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1
102	608106	Drive Pad 6"	S.Y.	1
103	608204	Concrete Median Pavement 4"	S.Y.	1
104	608300	Detectable Warning Plastic	S.F.	1
105	608400	Ada Ramp	S.Y.	1
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1
107	609200	Header Curb	L.F.	1
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1

110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1

128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1
143	609999	Concrete Curb Returns (Complete)	S.Y.	1
144	618000A	Traffic Control Management (Major)	DAY	1
145	618000B	Traffic Control Management (Minor)	DAY	1

146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1
150	623501	Transverse Drop Inlet	EACH	1
151	623600	Junction Box	EACH	1
152	623999	Modify Existing Inlet	EACH	1
153	632000	Class A Seeding	ACRE	1
154	632020	Class C Seeding	ACRE	1
155	632100	Manhole Extension	EACH	1
156	662300	Tie to Existing Manhole	EACH	1
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1
158	662500	Manhole Frame and Cover	EACH	1
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1
160	663110	Remove & Relocate Fire Hydrant	EACH	1
161	663850	Water Valve Adjustment	EACH	1
162	663855	Adjust Valve Box to Grade	EACH	1
163	667110	Mailbox Installation - Single	EACH	1
164	667209	Crusher Fines	C.Y.	1
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1
166	667500	Bollard	EACH	1
167	667501	Parking Bumpers	EACH	1
168	667505	Lay New Brick Sidewalk	S.Y.	1
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1
170	667515	Litter Receptacle	EACH	1
171	667520A	Park Bench 6’	EACH	1
172	667520B	Park Bench 8’	EACH	1
173	701000	Panel Signs	S.F.	1
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1
175	701030	Remove and Reset Panel Sign	EACH	1
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1

177	702000	Construction Signing	S.F.	1
178	702110	Portable Sign Support	EACH	1
179	702110	Portable Sign Support	EACH	1
180	702320	Vertical Panel	EACH	1
181	702610	Portable Changeable Message Sign	EACH	1
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1
183	702710	Mobile Traffic Signal System	EACH	1
184	703300	Reflective Barrier Delineator	EACH	1
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1
188	704100	Removable Marking Tape 4"	L.F.	1
189	704104	Removable Marking Tape 12"	L.F.	1
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**
217	706110	Service Riser (Lighting)	EACH	**1**
218	706210	Meter Pedestal (Lighting)	EACH	**1**
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**
220	707530	Type V Standard, 30'	EACH	**1**
221	707540	Type V Standard, 40'	EACH	**1**
222	707550	Type V Standard, 50'	EACH	**1**
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**
230	710000	Electrical Pull Box (Standard)	EACH	**1**
231	710010	Electrical Pull Box (Large)	EACH	**1**
232	711102	Single Conductor 2	L.F.	**1**
233	711230	Single Conductor 3/0	L.F.	**1**
234	716701	LED Roadway Luminaire	EACH	**1**
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**

EMCO of Santa Fe LLC
3810 Oliver Drive • Santa Fe, NM 87507
Office: (505) 474-3434 • Fax: (505) 474-7392
info@emcoofsantafe.com

April 10, 2025

Public Works Dept
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
c/o Romella S. Glorioso-Moss
and Kody W. Keelin

VIA email only at: kwkeelin@santafenm.gov

Re: **On Call Construction Contract Renewal Justification Letter – revised April 10, 2025**

Mr. Keelin:

Pursuant to Article 2, paragraph D "Escalation/Reduction Clause" in the On Call Contract between EMCO of Santa Fe, LLC and the City of Santa Fe, this letter serves as justification for a 20% increase across the board for all items listed in Attachment #1, enclosed.

As the City is aware, there has not been an escalation to the On Call contract since it was executed effective in May 2023. Since then, costs have increased dramatically for EMCO of Santa Fe as well as similarly situated contractors in the Santa Fe area.

Enclosed, please see a sample price comparison between 2023 and 2025. As you can see, prices on certain key items have increased since 2023 between 10% and 56%. Just about every aspect of the road construction industry has seen a minimum increase in prices of at least 20%-30%, including trucking, tires, parts, employee wages, health insurance and general liability insurance. For this reason, yearly price increases on the On Call contract are absolutely essential for the contractors to keep up with costs.

Also enclosed, please find Amendment #1 which reflects a 20% change across the board on all prices. This 20% increase is reflective of a 10% price increase for the period May 2024-25 and another 10% increase for the period May 2025-26.

EMCO appreciates the opportunity to work with the City of Santa Fe and looks forward to its continued association with the City on future On Call projects.

Sincerely,

Katharine C. Fishman
Manager of EMCO of Santa Fe, LLC

cc: Greg Smith, Kevin Harrison, Andrew Fishman

Encls.

EMCO of Santa Fe LLC Santa Fe, NM

3810 Oliver Road, Santa Fe, NM 87507
Phone: 505 474 3434

NM Lic. # 374873 GA-98, GB-98, GF-98
NM DOL. # 002198720110315

Re: Justification of Price Increases to On Call Contract

April 10, 2025

Supplier:	Item:	2023 Cost:	2025 Cost:	Increase:
City of Santa Fe	Living Wage	$14.03	$15.00	7%
NM Dept of Labor	Prevailing Wages			9.63% average
AAM & GM Materials	Basecourse	$15.25	$27.00	56% increase
RoadRunner Redi Mix	Concrete	$162.80	$193.00	18.5% increase
Duke City Redi Mix Los Alamos Transit Mix Espanola Transit Mix	Concrete	$174.00	$236.	37% increase
ETM & Assoc. Asphalt	HMA Asphalt	$77.77	$96.50	25% increase
GM Materials	HMA Asphalt		$95.00	
Vulcan Materials	HMA Asphalt		$97.00	

Item# 23-0221
Munis Contract# 3204004

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **EMCO of Santa Fe, 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 let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager's determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	EMCO of Santa Fe, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe 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 City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City'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 Awarded 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 Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

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

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or

gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Katherine C. Fishman, Manager, EMCO of Santa Fe, LLC., 3810 Oliver Road, Santa Fe, NM 87507, kfishman@espmerc.com.

29. Authority.

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

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

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

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
EMCO of Santa Fe, LLC

KATHERINE C. FISHMAN
MANAGER

DATE: April 19, 2023

CRS# 03-245374-00-4

Registration # 225893

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 5/10/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marc Martinez (Apr 18, 2023 15:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:49 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

ESPAMER-01 TMCINTURFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Teresa McInturff PHONE (A/C, No, Ext): (520) 348-2631 4956 FAX (A/C, No): (866) 745-6430 E-MAIL ADDRESS: Teresa.McInturff@hubinternational.com
INSURED EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : St. Paul Protective Insurance Company — 19224 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company — 25658 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Y-630-3X719568-PHX-23	12/31/2024	12/31/2025	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 $ 300,000 $ 0 $ 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			810-3X633773-23-14-G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EX-5X490882-23-14	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6X247578-24-14-G	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JOB: All City of Santa Fe Jobs

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Santa Fe is listed as additional insured.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

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

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

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

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS :**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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Signature: 

Email: xivigil@santafenm.gov

25-0188 EMCO of Santa Fe, LLC

Final Audit Report 2025-05-20

Created:	2025-05-19
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh5-Bj9DERbAuiHP2UVPnK9BCKxhTzhY_

"25-0188 EMCO of Santa Fe, LLC" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-05-19 - 10:35:16 PM GMT- IP address: 63.232.20.2

Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2025-05-19 - 10:38:08 PM GMT

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-05-19 - 10:38:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-05-19 - 10:38:56 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-05-20 - 0:51:30 AM GMT- IP address: 104.28.48.216

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-05-20 - 0:57:18 AM GMT - Time Source: server- IP address: 73.242.252.236

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-05-20 - 0:57:25 AM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-05-20 - 9:44:53 PM GMT- IP address: 104.47.65.254

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-05-20 - 9:45:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to Amanda Archuleta (ajarchuleta@santafenm.gov), JIMMY TAPIA (jptapia@santafenm.gov), JoAnn Lovato (jdlovato@santafenm.gov), Julie Rasmussen (jkrasmussen@santafenm.gov), and 3 more. One of them to acknowledge receipt
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2025-05-20 - 9:58:25 PM GMT- IP address: 63.232.20.2

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2025-05-20 - 10:07:19 PM GMT- IP address: 104.47.64.254

Document receipt acknowledged by ROMELLA GLORIOSO-MOSS (rsglorioso-moss@santafenm.gov)

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Agreement completed.

2025-05-20 - 10:08:11 PM GMT

Item# 23-0221
Munis Contract# 3204004

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **EMCO of Santa Fe, 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 let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City’s failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City’s acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager’s determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	EMCO of Santa Fe, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe 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 City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City'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 Awarded 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 Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

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

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or

gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Katherine C. Fishman, Manager, EMCO of Santa Fe, LLC., 3810 Oliver Road, Santa Fe, NM 87507, kfishman@espmerc.com.

29. Authority.

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

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

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

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
EMCO of Santa Fe, LLC

KATHERINE C. FISHMAN
MANAGER

DATE: April 19, 2023

CRS# 03-245374-00-4

Registration # 225893

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 5/10/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marc Martinez (Apr 18, 2023 15:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:49 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

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
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

City of Santa Fe
Official Notice of Award

April 26, 2023

Ms. Katherine C. Fishman
Manager
EMCO of Santa Fe, LLC.
3810 Oliver Road
Santa Fe, NM 87507

Re. Bid #23/48/B

Dear Ms. Fishman,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Construction Contract Between the City of Santa Fe (City) and EMCO of Santa Fe, LLC. to provide on-call roadways and trails construction services. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail.

As stated in your pending Agreement, the City will pay in full for services satisfactorily performed as per Task Order. When a Task Order is issued, you will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to you under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. A Notice to Proceed will be issued as per Task Order. If the task order will amount to one hundred twenty-five thousand dollars ($125,000) or more, the City will require Construction Contract Performance and Payment Bonds from you prior to the issuance of a Purchase Order.

Thank you, and we look forward working with you.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPM
Public Works Capital Projects Manager
Complete Streets Division

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

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26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

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39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

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52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

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200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12"	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24"	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

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208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

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214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

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233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

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8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

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	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4" Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5" caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing's Calculations	$65,540.00	$36,915.00 *Purchasing's Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder's Calculations	**$65,540.00**	**$46,590.00** *Bidder's Calculations	**$38,125.00**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL *Purchasing's Calculations			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

City of Santa Fe, New Mexico
Memorandum

DATE: April 14, 2023

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Apr 24, 2023 12:41 MDT)
Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager RGM

ACTION:
Request for the Approval of a Construction Contract with EMCO of Santa Fe, LLC., in the Total Amount of $10M Excluding NMGRT (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623).

BACKGROUND AND SUMMARY:
To establish a City-wide Price Agreement for on-call roadways and trails construction services, the City Procurement Office issued ITB #23/48/B on February 10, 2023. Scope of Work consists of, but is not limited to: pavement rehabilitation, roadway and trail construction, and related infrastructure such as storm water drainage, bicycle lanes, sidewalks, medians, striping, and other roadway safety features.

At the bid opening on March 14, 2023, four (4) contractors qualified for contract award including EMCO of Santa Fe, LLC., GM Emulsion, LLC, GME General Building, and JDR & Associates. See attached Bid Tab. Each of these contractors will be awarded a 2-year contract with a not to exceed amount of $10M. The term of this contract can be extended for another 2 years for a total of 4 years. This contract packet is for EMCO of Santa Fe, LLC. Others will be in a separate packet.

This contract will, as the previous contract did, support efficient deployment of funds for pavement rehabilitation as well as roadway and trails construction projects (Table 1). It provides capacity for work on already funded capital projects as well as pavement rehabilitation and emergency projects like West Alameda Culvert Replacement and the Guadalupe sinkhole repair project. Execution of these Agreements does not constitute a promise to purchase any amount of said work.

Table 1: Roadway and Trails Projects Likely to Use On-Call Construction Services

PROJECT NAME/TERMINI	EST. CONSTRUCTION START				CONSTRUCTION COST ESTIMATE
	2023	2024	2025	2026	
Acequia Trail Extension (Rufina/San Felipe)					$3.5M
Agua Fria – Cottonwood Intersection Improvements					$3.5M
Agua Fria – South Meadows Intersection Improvements					$2.5M
Arroyo de los Chamisos Crossing					$25.0M
Bishop's Lodge Road Reconstruction					$30.0M
El Camino Real Academy Trail					$1.0M
Harrison Road Sidewalk & Lighting Project					$0.5M
Henry Lynch Road Reconstruction (Rufina/Agua Fria)					$6.0M
Paseo del Sol Extension					$15.0M
St. Michael's Drive-Rail Trail Underpass					$10.0M
Tierra Contenta Trail Extension (Buffalo Grass/S. Meadows)					$2.5M
Total					**$99.5M**

PROCUREMENT METHOD:
The procurement method is via Bid#23/48/B.

CONTRACT NUMBER:
The FY23 Munis contract number is 3204004.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Various
Munis Org Name/Number: Streets/3309980; Parks/3559980
Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:
Construction Contracts
Bid Tab
COI
Santa Fe Business Registration
Procurement Checklist
Summary of Contracts

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3204004**

Contractor: **EMCO of Santa Fe, LLC.**

Description: **On-call construction contract not to exceed #10,000,000 excluding NMGRT via ITB 23/48/B**

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

Term Start Date: **TBD** Term End Date: **05/30/2025**

[☑] Approved by Council Date: **TBD**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Purchasing Officer Review: Date: Apr 28, 2023

Comment & Exceptions: awarding multiple vendors via ITB

4. **Funding Source:** **various** **Org / Object:** **various org/572970**

Andy Hopkins
Andy Hopkins (Apr 28, 2023 09:49 MDT)

Budget Officer Approval: Date: Apr 28, 2023

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **505-955-6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: EMCO of Santa Fe, LLC.

Procurement Title: On-Call Construction Contract

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

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Capital Projects Manager	04/13/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 28, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: EMCO OF SANTA FE LLC
DBA: EMCO OF SANTA FE LLC

Business Location: 3810 OLIVER RD
SANTA FE, NM 87507

CRS Number: 03245374004

Owner: RICHAR COOK

License Number: 225893

License Type: Business License - Renewable

Issued Date: April 17, 2023

Classification: Contractor - General

Expiration Date: April 17, 2024

Fees Paid: $35.00

EMCO OF SANTA FE LLC
3810 OLIVER RD
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

EMCOOFS-01 CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2023

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 License # 0757776
HUB International Insurance Services (SOW)
6565 Americas Parkway Suite 720
Albuquerque, NM 87110

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : New Mexico Security Insurance Company	15349
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EMCO of Santa Fe, LLC
3810 Oliver Rd
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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		6076047006	12/31/2022	12/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIMITED POLLUTI	$ 100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			6076591361	12/31/2022	12/31/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		0099202	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe - On-Call Contract through year 2023

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Attn: Josh Bohlman, Project Administrator
CIP & Faciliies Division
Public Works Department
Santa Fe, NM 87504-0276

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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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Santa Fe is listed as additional insured.

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GB PWD EMCO LLC - On-Call Construction Contract (updated)

Final Audit Report 2023-04-20

Created:	2023-04-20
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsOm4baEJOgvCC1FiM8817oilLO9rok6m

"GB PWD EMCO LLC - On-Call Construction Contract (updated) " History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-20 - 5:48:20 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-20 - 5:49:58 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-20 - 5:57:15 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-20 - 5:57:26 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-20 - 5:57:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-20 - 5:57:28 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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GB PWD EMCO LLC - On-Call Construction Contract (deptsigned)

Final Audit Report 2023-04-24

Created:	2023-04-21
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArI-P6on796M0AFmAkJsV5nQJqoDfAQHg

"GB PWD EMCO LLC - On-Call Construction Contract (deptsigned)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-21 - 4:22:31 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-21 - 4:36:04 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-24 - 6:41:00 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-24 - 6:41:11 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-24 - 6:41:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-24 - 6:41:13 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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GB Packet_Construction ITB 23-48-B Amend 2_EMCO

Final Audit Report 2026-02-13

Created:	2026-02-13
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAalCqeesbwglb-_iGND2ljInmKDM8-HI-

"GB Packet_Construction ITB 23-48-B Amend 2_EMCO" History

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2023-05-15 - 4:00:04 PM GMT- IP address: 63.232.20.2

Document digitally presigned by
2025-06-24 - 3:35:33 PM GMT- IP address: 63.232.20.2

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-02-13 - 4:07:26 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2026-02-13 - 4:10:25 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2026-02-13 - 4:59:28 PM GMT- IP address: 174.218.16.18

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2026-02-13 - 5:00:19 PM GMT - Time Source: server- IP address: 174.218.16.18

Agreement completed.
2026-02-13 - 5:00:19 PM GMT

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GB-600_Packet_Construction_ITB_23-48-B_Amend_2_EMCO

Final Audit Report 2026-02-16

Created:	2026-02-13
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMYINpJNft5whnIU4KOfMgCdRjSSB6kl1

"GB-600_Packet_Construction_ITB_23-48-B_Amend_2_EMCO" History

Document digitally presigned by
2023-05-15 - 4:00:04 PM GMT- IP address: 63.232.20.2

Document digitally presigned by
2025-06-24 - 3:35:33 PM GMT- IP address: 63.232.20.2

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-02-13 - 5:43:10 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-02-13 - 5:45:47 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-02-13 - 7:04:15 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-02-13 - 7:04:37 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
2026-02-13 - 7:04:40 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-02-13 - 7:06:28 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-02-13 - 9:44:40 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2026-02-13 - 9:46:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign
2026-02-13 - 9:46:35 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-02-13 - 11:43:35 PM GMT- IP address: 153.66.23.130

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-02-16 - 2:58:23 PM GMT- IP address: 174.205.102.36

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2026-02-16 - 8:50:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-02-16 - 8:50:59 PM GMT

CITY OF SANTA FE

Date: February 13, 2026

To: Governing Body

From: Sam Burnett, Interim Public Works Department Director, [p.p. Timothy Farrell, Acting Public Works Director] Timothy Farrell

Subject: Amendment No. 2 to On-Call Construction Contract Item 23-0224

Vendor Name: GME General Building LLC

Vendor Number: 9810

ACTION:
Request for Approval of Amendment No. 2 to Construction Contract Item 23-0224 with GME General Building LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033. (Sam Burnett, Interim Public Works Department Director, jsburnett@santafenm.gov)

CONTRACT NUMBER:
The original Munis Contract Number is 3204021.

BACKGROUND AND SUMMARY:
On May 14, 2023, the Governing Body approved on-call construction contracts with GME General Building LLC and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

In accordance with the Invitation to Bid (ITB No. 23/48/B) for On-Call Construction Services, multiple responsive vendors were selected for contracts based on lowest bidder and performance criteria. GME General Building LLC has provided services throughout the City and proven to be cost-effective, reliable, and capable of consistently providing high quality results.

This amendment increases the amount of compensation by $10,000,000 for a new total compensation of $20,000,000 (excluding 8.1875% NMGRT) and extends the contract for an additional period of seven (7) years, terminating May 14, 2033. A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 152 or SFCC 1987, Section 11-13.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. The new $20,000,000 (excluding 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next seven years.

ATTACHMENTS:
Amendment No. 2
Certificate of Insurance
Amendment No. 1
Original Construction Contract Item 23-0224

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Funding will be provided on a project-by-project basis.

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 02/13/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-102, Invitation to Bid (ITB) No. 23/48/B, dated March 14, 2023.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño Date: 02/13/2026
CPO Comment/Exceptions: Increasing comp and extending term

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item No.: _____
Munis Contract No.: 3204021
Original Contract Item No.: 23-0224
ITB No.: 23/48/B

CITY OF SANTA FE, PUBLIC WORKS DEPARTMENT
AMENDMENT No. 2 TO
Item No. 23-0224

ON-CALL CONSTRUCTION CONTRACT

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **GME General Building 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 $10,000,000.00 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 per task order. When a task order is issued, the awarded contractor will price the

items in revised Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this agreement, including Alternates (if needed), shall not exceed twenty million dollars ($20,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Contract shall terminate May 14, 2033, unless terminated pursuant to Article 4 (Termination), or Article 5 (Appropriations). It is being extended for an additional period of seven (7) years by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. A contract for construction 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.

3. CONTRACT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

MICHAEL J. GARCIA, MAYOR

DATE:_____

CONTRACTOR:
GME General Building LLC

ERIK TRUJILLO, VICE PRESIDENT

DATE: Feb 3, 2026

NMBTIN: 03-420217000

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Feb 3, 2026 16:02:55 MST)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

FINANCE DIRECTOR

Construction Contract_Amend No. 2_ITB 23-48-B_GME General Building

Final Audit Report 2026-02-03

Created:	2026-02-03
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXpmnPbG6npp-TYm3x-YcDMLw6bRsE0OL

"Construction Contract_Amend No. 2_ITB 23-48-B_GME General Building" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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Document emailed to Erik Trujillo (erik@gmegeneralbuilding.com) for signature
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Document e-signed by Erik Trujillo (erik@gmegeneralbuilding.com)
Signature Date: 2026-02-03 - 9:42:54 PM GMT - Time Source: server- IP address: 104.255.19.36

Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
2026-02-03 - 9:42:56 PM GMT

Email viewed by Kevin Nault (klnault@santafenm.gov)
2026-02-03 - 11:02:32 PM GMT- IP address: 63.232.20.2

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-02-03 - 11:02:53 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2026-02-03 - 11:02:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-02-03 - 11:02:55 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/12/2026

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: Melissa Morris
Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces NM 88011	PHONE (A/C, No, Ext): 575-616-5325 FAX (A/C, No): E-MAIL ADDRESS: melissa.morris@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Group	13021
INSURER B : Builders Trust of NM	525190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GMEGENE-01
GME General Building, LLC
3225 Richards Lane, Suite A
Santa FE NM 87507

COVERAGES **CERTIFICATE NUMBER:** 1676428594 **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	60511880	1/1/2026	1/1/2027	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 $ 10,000 $ 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	Y	Y	60511880	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired and Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			60511880	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	**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	Y	WC-100-0006394-2026A	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Any and All Jobs

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
737 Agua Fria St
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Item# 25-0198
Munis Contract# 3204021
Original Contract Item# 23-0224
ITB #: 23/48/B

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0224

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and GME General Building, 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly it impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (May 29, 2025 22:13 EDT)

ALAN WEBBER, MAYOR

DATE: 05/29/2025

CONTRACTOR:
GME General Building, LLC.

ERIK TRUJILLO
VICE-PRESIDENT

DATE: Apr 10, 2025

CRS#03-420217-00-0

Registration # 19-00110289

ATTEST:

ANDREA SALAZAR (May 30, 2025 20:16 MDT)

ANDRÉA SALAZAR, CITY CLERK

GB MTG 05/28/25

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 11, 2025 15:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ATTACHMENT #1

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda – CPO
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00PM MST							
ITB # 23/48/B - On-Call Roadway and Trails Construction Services							
Awarded Contractor: GME General Building, LLC. (Item # 23-0224; Munis # 3204021)							
Item #	**Bid Item**	**Item description**	**Unit of Measure**	**Quantity**	**Current Unit Price Written in Numbers (Dollars & Cents)**	**Proposed New Unit Price Written in Numbers (Dollars & Cents)**	**Percentage of Increase/ (Decrease)**
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$27.00	20%
2	203100	Borrow	C.Y.	1	$25.50	$30.60	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$33.36	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$46.20	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$18.60	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$9.00	20%
7	207000A	Subgrade Preparation	S.Y./IN	1	$6.50	$7.80	20%

7		(501-1,500 SY/IN)		1	$6.50	$7.80	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$6.60	20%
9	208000	Linear Grading	Mile	1	$2,500.00	$3,000.00	20%
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,600.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$540.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$114.00	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$6.60	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.90	20%
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$33.00	20%
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$85.80	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$1,254.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$1,650.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,980.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$198.00	20%
24	408100	Prime Coat Material	Ton	1	$1,045.00	$1,254.00	20%
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$4.62	20%

26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$5.94	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$1.80	20%
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$19.80	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$217.80	20%
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$217.80	20%
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$66.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$198.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$17.16	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$300.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$342.00	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$360.00	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,980.00	20%
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$300.00	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$13.80	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$1,980.00	20%
49	516000	Flowable Fill	C.Y.	1	$250.00	$300.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$9.90	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.02	20%
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$270.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$300.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$390.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$66.00	20%
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$92.40	20%
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$118.80	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$990.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$165.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$1,980.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$198.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$2,508.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$297.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$5,280.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$132.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$660.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$158.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,003.20	20%
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$30.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$3.30	$3.96	20%
72	602010	Riprap Class B	C.Y.	1	$275.00	$330.00	20%
73	602030	Riprap Class D	C.Y.	1	$275.00	$330.00	20%
74	602060	Riprap Class G	C.Y.	1	$275.00	$330.00	20%
75	602200	Gabions with rocks	C.Y.	1	$385.00	$462.00	20%

76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$660.00	20%
77	603200	Silt Fence	L.F.	1	$7.50	$9.00	20%
78	603220	Check Dam Type I	L.F.	1	$70.00	$84.00	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$300.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$300.00	20%
81	603261	Mulch Socks	L.F.	1	$4.00	$4.80	20%
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$4.80	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$55.50	$66.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$102.00	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$270.00	20%
94	607080	Bike Racks	EACH	1	$1,150.00	$1,380.00	20%
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	20%

96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$150.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$138.60	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$123.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$162.60	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$150.60	20%
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$138.60	20%
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$150.60	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$150.60	20%
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$78.00	20%
105	608400	Ada Ramp	S.Y.	1	$4,500.00	$5,400.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$162.60	20%
107	609200	Header Curb	L.F.	1	$30.00	$36.00	20%
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$54.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$150.60	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$48.00	20%
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$42.00	20%

112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$50.40	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$45.60	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$54.00	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$48.00	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$60.00	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$54.00	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$35.00	$42.00	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$54.00	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$48.00	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$42.00	20%
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$60.00	20%

123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$54.00	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$60.00	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$66.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$60.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$54.00	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$72.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$66.00	20%
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$60.00	20%

133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$150.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$156.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$36.00	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$84.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$45.00	$54.00	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$40.00	$48.00	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$35.00	$42.00	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$50.00	$60.00	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%

143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$1,260.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$1,020.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$18,000.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$10,200.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$42,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$16,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$11,400.00	20%
151	623600	Junction Box	EACH	1	$4,200.00	$5,040.00	20%
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$15,000.00	20%
153	632000	Class A Seeding	ACRE	1	$11,000.00	$13,200.00	20%
154	632020	Class C Seeding	ACRE	1	$29,000.00	$34,800.00	20%
155	632100	Manhole Extension	EACH	1	$1,400.00	$1,680.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$1,020.00	20%
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$2,340.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$1,500.00	20%

159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$6,600.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$9,900.00	20%
161	663850	Water Valve Adjustment	EACH	1	$800.00	$960.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$540.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$540.00	20%
164	667209	Crusher Fines	C.Y.	1	$175.00	$210.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$90.00	20%
166	667500	Bollard	EACH	1	$1,200.00	$1,440.00	20%
167	667501	Parking Bumpers	EACH	1	$250.00	$300.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$210.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$270.00	20%
170	667515	Litter Receptacle	EACH	1	$850.00	$1,020.00	20%
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,260.00	20%
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,500.00	20%
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$1,020.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$22.20	20%

177	702000	Construction Signing	S.F.	1	$18.50	$22.20	20%
178	702110	Portable Sign Support	EACH	1	$165.00	$198.00	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$85.00	$102.00	20%
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$17,400.00	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$54,000.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$78,000.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$60.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.50	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$3.90	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.50	20%
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$6.00	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$27.00	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$22.20	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$420.00	20%

192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$270.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$270.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$330.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$114.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$330.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$420.00	20%
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$2.10	20%
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$5.52	20%
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$6.00	20%

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$17.40	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$10.56	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$26.88	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$488.40	20%

208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$488.40	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$369.60	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$349.80	20%

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$349.80	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$455.40	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$15.18	20%
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$660.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$14,256.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$3,828.00	20%
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,676.00	20%
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$6,336.00	20%
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$6,996.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$8,184.00	20%
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$1,122.00	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$3,168.00	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$4,092.00	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$25.80	20%

228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$40.20	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$57.00	20%
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$4,752.00	20%
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$5,544.00	20%
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$7.92	20%
233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$16.80	20%
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$1,122.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$17,400.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$1.50	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$240.00	20%
		Bidder's Total Cost			**$428,242.35**		
		EXCEL Caclulation			**$428,242.35**	**$513,890.82**	
		DIFFERENCE			**$0.00**	**$85,648.47**	**20%**

GB 600 GME General Builders Amendment 1 dept

Final Audit Report 2025-05-01

Created:	2025-04-28
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPSlQNJdlCxeZ2n-6LKGE2G_nQtajDkra

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Item# 23-0224
Munis Contract# 3204021

CITY OF SANTA FE

CONSTRUCTION CONTRACT

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

RECITALS

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

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager's determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	GME General Building, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe 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 City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City'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 Awarded 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 Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

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

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or

gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

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

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Erik Trujillo, Vice-President, GME General Building, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, erik@generalbuilding.com.

29. Authority.

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

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General

Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

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

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
GME General Building, LLC

ERIK TRUJILLO
VICE-PRESIDENT

DATE: 4-19-23

CRS# 03-420217-00-0

Registration # 19-00110289

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 5/10/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 18:07 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

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
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

City of Santa Fe
Official Notice of Award

April 26, 2023

Mr. Erik Trujillo
Vice President
GME General Building, LLC.
5935 Agua Fria St.
Santa Fe, NM 87507

Re. Bid #23/48/B

Dear Mr. Trujillo,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Construction Contract Between the City of Santa Fe (City) and GME General Building, LLC. to provide on-call roadways and trails construction services. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail.

As stated in your pending Agreement, the City will pay in full for services satisfactorily performed as per Task Order. When a Task Order is issued, you will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to you under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. A Notice to Proceed will be issued as per Task Order. If the Task Order will amount to one hundred twenty-five thousand dollars ($125,000) or more, the City will require Construction Contract Performance and Payment Bonds from you prior to the issuance of a Purchase Order.

Thank you, and we look forward working with you.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPM
Public Works Capital Projects Manager
Complete Streets Division

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

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52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

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143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12"	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24"	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4" Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5" caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing's Calculations	$65,540.00	$36,915.00 *Purchasing's Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder's Calculations	**$65,540.00**	**$46,590.00** *Bidder's Calculations	**$38,125.00**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL *Purchasing's Calculations			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

G M E GENERAL BUILDING, LLC

LICENSE NUMBER

396923

EXPIRES

12/31/2024

Qualifying Party(S)

MCDOWELL KENNETH

TRUJILLO ERIK

MARTINEZ LIONEL

CLASSIFICATION(S)

GA01, GB98, GF01, GF02, GF03, GF09, MM98

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **G M E GENERAL BUILDING, LLC**

DBA: **G M E GENERAL BUILDING, LLC**
5935 AGUA FRIA
SANTA FE, NM 87507

Expires: **25-Apr-2025**

Certificate Number:

L0925624240

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Marguerite Salazar
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **G M E GENERAL BUILDING, LLC**

PERMANENT LICENSE #396923

Located at: **5935 AGUA FRIA, SANTA FE, NM 87507**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA01, GB98, GF01, GF02, GF03, GF09, MM98

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

07/30/2021

Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

GME General Building, LLC

5935 AGUA FRIA ST

SANTA FE, NM, 87507-9030

has registered with the Department of Workforce Solutions

Registration Date: 10/31/2022 **Registration Number: 28325764732018**

This certificate does not show the current status of the company. To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

City of Santa Fe, New Mexico
Memorandum

DATE: April 14, 2023

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Apr 24, 2023 12:40 MDT)
Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager RGM

ACTION:
Request for the Approval of a Construction Contract with GME General Building, LLC., in the Total Amount of $10M Excluding NMGRT (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623).

BACKGROUND AND SUMMARY:
To establish a City-wide Price Agreement for on-call roadways and trails construction services, the City Procurement Office issued ITB #23/48/B on February 10, 2023. Scope of Work consists of, but is not limited to: pavement rehabilitation, roadway and trail construction, and related infrastructure such as storm water drainage, bicycle lanes, sidewalks, medians, striping, and other roadway safety features.

At the bid opening on March 14, 2023, four (4) contractors qualified for contract award including EMCO of Santa Fe, LLC., GM Emulsion, LLC., GME General Building, LLC., and JDR & Associates, LLC. See attached Bid Tab. Each of these contractors will be awarded a 2-year contract with a not to exceed amount of $10M. The term of this contract can be extended for another 2 years for a total of 4 years. This contract packet is for GME General Building, LLC. Others will be in a separate packet.

This contract will, as the previous contract did, support efficient deployment of funds for pavement rehabilitation as well as roadway and trails construction projects (Table 1). It provides capacity for work on already funded capital projects as well as pavement rehabilitation and emergency projects like West Alameda Culvert Replacement and the Guadalupe sinkhole repair project. Execution of these Agreements does not constitute a promise to purchase any amount of said work.

Table 1: Roadway and Trails Projects Likely to Use On-Call Construction Services

PROJECT NAME/TERMINI	EST. CONSTRUCTION START				CONSTRUCTION COST ESTIMATE
	2023	2024	2025	2026	
Acequia Trail Extension (Rufina/San Felipe)					$3.5M
Agua Fria – Cottonwood Intersection Improvements					$3.5M
Agua Fria – South Meadows Intersection Improvements					$2.5M
Arroyo de los Chamisos Crossing					$25.0M
Bishop's Lodge Road Reconstruction					$30.0M
El Camino Real Academy Trail					$1.0M
Harrison Road Sidewalk & Lighting Project					$0.5M
Henry Lynch Road Reconstruction (Rufina/Agua Fria)					$6.0M
Paseo del Sol Extension					$15.0M
St. Michael's Drive-Rail Trail Underpass					$10.0M
Tierra Contenta Trail Extension (Buffalo Grass/S. Meadows)					$2.5M
Total					**$99.5M**

PROCUREMENT METHOD:
The procurement method is via Bid#23/48/B**.**

CONTRACT NUMBER:
The FY23 Munis contract number is 3204021**.**

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Various
Munis Org Name/Number: Streets/3309980; Parks/3559980
Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:
Construction Contracts
Bid Tab
COI
Santa Fe Business Registration
Procurement Checklist
Summary of Contracts

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3204021**

Contractor: **GME General Building, LLC.**

Description: **On-call Construction Contract not to exceed $10,000,00 excluding NMGRT via ITB 23/48/B**

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

Term Start Date: **TBD** Term End Date: **05/30/2025**

[☑] Approved by Council Date: **TBD**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Purchasing Officer Review: Apr 28, 2023 Date:

Comment & Exceptions: Awarding multiple vendors via ITB

4. **Funding Source:** **various** **Org / Object:** **various org/572970**

Andy Hopkins
Andy Hopkins (Apr 28, 2023 10:20 MDT)

Budget Officer Approval: Apr 28, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **505-955-6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: GME General Building, LLC.

Procurement Title: Construction Contract

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Capital Projects Manager	04/13/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 28, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

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

BUSINESS REGISTRATION

Business Name: GME GENERAL BUILDING LLC
DBA: GME GENERAL BUILDING LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE , NM 87507

Owner: GME GENERAL BUILDING LLC

License Number: 154733

Issued Date: February 03, 2023

Expiration Date: February 03, 2024

CRS Number: 03420217000

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: $35.00

GME GENERAL BUILDING LLC
5935 AGUA FRIA ST
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2023

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
Burke Insurance Group, LLC
1690 S. Telshor Blvd
Las Cruces NM 88011

CONTACT NAME: Angela Tolliver
PHONE (A/C, No, Ext): 575-524-2222 x4 **FAX (A/C, No):**
E-MAIL ADDRESS: atolliver@burke-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire Group	13021
INSURER B : Builders Trust of NM	525190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GMEGENE-01
GME General Building, LLC
5935 Agua Fria
Santa FE NM 87507

COVERAGES **CERTIFICATE NUMBER:** 18306019 **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	Y	Y	60511880	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	60511880	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Hired and Non-Owned	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR			60511880	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	WC-100-0006394-2023A	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Any and All Jobs

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
120 S Federal Pl #305
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GMEGENE-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Burke Insurance Group, LLC	GME General Building, LLC 5935 Agua Fria Santa FE NM 87507
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Santa Fe and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. City of Santa Fe and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor of City of Santa Fe and Owner as to the general liability, auto, umbrella and workers compensation policies as per written contract. The general liability, auto and umbrella policies are primary and non-contributory.

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GB PWD GME General Building LLC - On-Call Construction (ITB 23-48-B)1

Final Audit Report 2023-04-20

Created:	2023-04-20
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdLKvIz46V1eOUS2MmsV1FPwj_YPZjYjK

"GB PWD GME General Building LLC - On-Call Construction (ITB 23-48-B)1" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-20 - 5:15:00 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-20 - 5:17:21 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-20 - 5:24:26 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-20 - 5:24:46 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-20 - 5:24:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-20 - 5:24:48 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

GB PWD GME General Building LLC - On-Call Construction (ITB 23-48-B)deptsigned

Final Audit Report 2023-04-24

Created:	2023-04-21
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE1DqkVYKOp-Ot6YC-kFM8Cfuy1gJSaXQ

"GB PWD GME General Building LLC - On-Call Construction (IT B 23-48-B)deptsigned" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-21 - 5:37:49 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-21 - 5:39:55 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-24 - 6:40:12 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-24 - 6:40:23 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-24 - 6:40:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-24 - 6:40:25 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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GB Packet_Construction ITB 23-48-B Amend 2_GME General Building

Final Audit Report 2026-02-13

Created:	2026-02-13
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVi5PJbXXOJaAzKXk77yhjFmW8QkiqTTa

"GB Packet_Construction ITB 23-48-B Amend 2_GME General Building" History

Document digitally presigned by
2023-05-15 - 3:55:22 PM GMT- IP address: 63.232.20.2

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-02-13 - 4:16:34 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2026-02-13 - 4:18:34 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2026-02-13 - 5:04:02 PM GMT- IP address: 174.218.16.18

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2026-02-13 - 5:07:22 PM GMT - Time Source: server- IP address: 104.156.39.164

Agreement completed.
2026-02-13 - 5:07:22 PM GMT

GB_Packet_Construction_ITB_23-48-B_Amend_2_GME_General_Building

Final Audit Report 2026-02-16

Created:	2026-02-13
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjVtbgJvcbr8m4TBV_SMaWN9AwTIGnrfB

"GB_Packet_Construction_ITB_23-48-B_Amend_2_GME_General_Building" History

Document digitally presigned by
2023-05-15 - 3:55:22 PM GMT- IP address: 63.232.20.2

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-02-13 - 5:55:58 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-02-13 - 5:59:54 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-02-13 - 7:14:51 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-02-13 - 7:16:20 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
2026-02-13 - 7:16:24 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-02-13 - 9:17:23 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-02-13 - 9:41:25 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2026-02-13 - 9:44:39 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign

2026-02-13 - 9:44:43 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-02-13 - 11:34:42 PM GMT- IP address: 153.66.23.200

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-02-15 - 9:48:44 PM GMT- IP address: 51.54.38.123

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-02-16 - 2:58:04 PM GMT- IP address: 174.205.102.36

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

Signature Date: 2026-02-16 - 8:49:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-02-16 - 8:49:32 PM GMT

CITY OF SANTA FE

Date: February 13, 2026

To: Governing Body

From: Sam Burnett, Interim Public Works Department Director, [p.p. Timothy Farrell, Acting Public Works Director] Timothy Farrell

Subject: Amendment No. 2 to On-Call Construction Contract Item 23-0223

Vendor Name: JDR & Associates LLC

Vendor Number: 9248

ACTION:
Request for Approval of Amendment No. 2 to Construction Contract Item 23-0223 with JDR & Associates LLC to Increase the Amount of Compensation by $10,000,000 for a New Total Compensation of $20,000,000 Excluding NMGRT and Extend the Term to May 14, 2033. (Sam Burnett, Interim Public Works Department Director, jsburnett@santafenm.gov)

CONTRACT NUMBER:
The original Munis Contract Number is 3204006.

BACKGROUND AND SUMMARY:
On May 14, 2023, the Governing Body approved on-call construction contracts with JDR & Associates LLC and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

In accordance with the Invitation to Bid (ITB No. 23/48/B) for On-Call Construction Services, multiple responsive vendors were selected for contracts based on lowest bidder and performance criteria. JDR & Associates LLC has provided services throughout the City and proven to be cost-effective, reliable, and capable of consistently providing high quality results.

This amendment increases the amount of compensation by $10,000,000 for a new total compensation of $20,000,000 (excluding 8.1875% NMGRT) and extends the contract for an additional period of seven (7) years, terminating May 14, 2033. A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 152 or SFCC 1987, Section 11-13.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. The new $20,000,000 (excluding 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next seven years.

ATTACHMENTS:
Amendment No. 2
Certificate of Insurance
Amendment No. 1
Original Construction Contract Item 23-0223

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Funding will be provided on a project-by-project basis.

Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 02/13/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-102, Invitation to Bid (ITB) No. 23/48/B, dated March 14, 2023.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño Date: 02/16/2026
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item No.: _____
Munis Contract No.: 3204006
Original Contract Item No.: 23-0223
ITB No.: 23/48/B

CITY OF SANTA FE, PUBLIC WORKS DEPARTMENT
AMENDMENT No. 2 TO
Item No. 23-0223

ON-CALL CONSTRUCTION CONTRACT

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **JDR & Associates** (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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 $10,000,000.00 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 per task order. When a task order is issued, the awarded contractor will price the

items in revised Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this agreement, including Alternates (if needed), shall not exceed twenty million dollars ($20,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Contract shall terminate May 14, 2033, unless terminated pursuant to Article 4 (Termination), or Article 5 (Appropriations). It is being extended for an additional period of seven (7) years by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. A contract for construction 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.

3. CONTRACT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
MICHAEL J. GARCIA, MAYOR

DATE:_____

CONTRACTOR:
JDR & Associates

Donald R. Garcia
_____
DONALD R. GARCIA, OWNER

DATE: Feb 10, 2026
NMBTIN: 03-541213005

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Feb 11, 2026 09:58:38 MST)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
_____
FINANCE DIRECTOR

Construction Contract_Amend No. 2_ITB 23-48-B_JDR Assoc

Final Audit Report 2026-02-11

Created:	2026-02-03
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA47UcOOU2Cf1GZrQWS2G_GzO8lhIs73bK

"Construction Contract_Amend No. 2_ITB 23-48-B_JDR Assoc" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-02-03 - 6:12:36 PM GMT- IP address: 63.232.20.2

Document emailed to Donald Garcia (donald.jdr@gmail.com) for signature
2026-02-03 - 6:13:05 PM GMT

Email viewed by Donald Garcia (donald.jdr@gmail.com)
2026-02-03 - 6:17:50 PM GMT- IP address: 66.249.84.225

Email viewed by Donald Garcia (donald.jdr@gmail.com)
2026-02-05 - 6:18:39 PM GMT- IP address: 66.249.84.229

Email viewed by Donald Garcia (donald.jdr@gmail.com)
2026-02-07 - 6:18:24 PM GMT- IP address: 66.249.84.224

Email viewed by Donald Garcia (donald.jdr@gmail.com)
2026-02-09 - 6:18:35 PM GMT- IP address: 66.249.84.226

Document e-signed by Donald Garcia (donald.jdr@gmail.com)
Signature Date: 2026-02-11 - 0:38:28 AM GMT - Time Source: server- IP address: 104.255.17.44

Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
2026-02-11 - 0:38:30 AM GMT

Email viewed by Kevin Nault (klnault@santafenm.gov)
2026-02-11 - 3:58:32 PM GMT- IP address: 63.232.20.2

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2026-02-11 - 4:58:36 PM GMT- IP address: 63.232.20.2

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Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

Signature Date: 2026-02-11 - 4:58:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-02-11 - 4:58:38 PM GMT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2025

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Selective Insurance Company of America — 12572
INSURED JDR & Associates, LLC 274 Dinosaur Trail Santa Fe, NM 87508	INSURER B : Builders Trust of New Mexico
	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 X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	S 2567990	1/1/2026	1/1/2027	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 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	S 2567990	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	X	X	S 2567990	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6533	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

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

City of Santa Fe and owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contact. City of Santa Fe and owner are named Additional Insured on all policies except Workers' Compensation per written contact. A waiver of subrogation exists in favor of City of Santa Fe and owner as to the general liability, auto, umbrella, and workers' compensation policies per written contract. The general liability, auto, and umbrella policies are primary and non-contributory.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director Regina Wheeler
Regina Wheeler (Apr 21, 2025 15:08 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Subject: Amendment #1 to On-Call Construction Contract 23-0223

Vendor Name: JDR and Associates, LLC.

Munis Vendor Number: 9248

ITEM AND ISSUE:
Request for Approval of Amendment No. 1 to Construction Contract Item 23-0223 with JDR and Associates, LLC. to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:
The Munis contract number is 3204006.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with JDR and Associates, LLC. and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower than the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:
Amendment #1
Price Increase Justification Letter
Original contract packet
COI

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: TBD

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

Comment/Exceptions: _____

April 11, 2025

City of Santa Fe
200 Lincoln Ave.
Santa Fe, New Mexico 87501

RE: ITB#23/48B- On Call; Roadway and Trails Construction

To Whom It May Concern:

JDR & Associates, LLC. proudly accepts the 20% increase for the above reference On-Call Project: ITB#23/48B, Roadway and Trails Construction.

Please see below a list of key vendors JDR uses. Attached you will find their justification of current percentage increases in the cost of material.

1. Vulcan Material Company
2. R.L. Leeder
3. Road Runner RediMix
4. Santa Fe Steel
5. RoadSafe Traffic Control and Striping
6. DelKia
7. Byxbee

In addition to the above please see the prevailing wage increase from 2023 to 2025, Type A rates. There is an approximate 15% increase per trade classification - which includes a labor increase of 11% and a Labor Burden increase of 4%. Please see attached documentation from NM Work Force Solution.

It is an honor doing business with the City of Santa Fe, and we look forward to continuously providing our City with excellent craftsmanship, and professionalism for each project according to schedules in a timely manner.

Sincerely
Donald R. Garcia
President/Owner

Gmail

davida garcia <subcontractorbilling.jdr@gmail.com>

Price increases

1 message

Richard Mares <richard@santafesteel.com>
To: subcontractorbilling.jdr@gmail.com

Tue, Apr 8, 2025 at 3:05 PM

Dear JDR & Associates, LLC,

As a valued customer and in good faith we would like to share our yearly price increase of 20% allowing you to stay informed of our current price increases.

Sincerely

Richard Mares
Project Manager
Santa Fe Steel Inc.
505-310-2568

Vulcan
Materials Company

November 10, 2023

To: Vulcan Materials Customers
Albuquerque/Santa Fe, New Mexico

RE: 2024 Aggregate and HMA Pricing

Vulcan Materials is grateful for our business partnership with your company and the trust you have put in Vulcan to deliver the highest quality construction aggregates and hot mix asphalt in our markets.

In order for you to effectively plan for next year, the following increases in construction aggregate products will go into effect January 1, 2024.

Aggregate Products	**+10%**
All Hot-Mix Asphalt Mixes	**+$3.00**

(Asphalt pricing will also move in relation with our monthly Liquid Asphalt Binder pricing)

We appreciate your continued loyalty to Vulcan Materials and look forward to servicing your material needs in 2024. The above pricing will be good through June 2024. We will continue to hold pricing for projects with active purchase orders. If you have any questions concerning the new pricing, call your Vulcan Sales Representative.

Sincerely

Greg McClendon
Vice President of Sales
Western Division – AZ/NM

MOUNTAIN WEST
2526 E UNIVERSITY DRIVE | PHOENIX AZ 85034-6727 | 602-254-8465

RL Leeder
company
Building the Roads for the 21st Century!

P.O. Box 15147
Santa Fe, New Mexico 87592
Voice: 505.473-1360 Fax: 505.473-0141

To whom it may concern:

Due to material price increases, RL Leeder had to adjust the price of asphalt for paving from $78 per ton in 2023 to $87 per ton in 2024 to the current price of $95 per ton in 2025. The same goes for Base Course at $19 per ton in 2023, $19 per ton in 2024, and the current rate of $20per ton in 2025.

Sincerely,
Sara Leeder
Office Manager
RL Leeder Co.
505-473-1360
sara@rlleeder.com

4601 PARADISE BLVD NW STE G
ALBUQUERQUE, NM 87114

P. 505.994.3830 F.505.994.3691
WWW.ROADRUNNERNM.COM

November 18, 2024

We hope this message finds you well. We want to take a moment to express our sincere appreciation for your continued support and loyalty to Roadrunner Redi-Mix. It has been our pleasure to serve you, and we look forward to continuing to meet your needs in the future.

As we strive to maintain the high quality of our products and services, we are faced with increased operational costs. In order to continue providing the level of service you expect and deserve, we will be implementing a price increase of $8.00 to $12.00 per cubic yard, effective January 1, 2025.

We understand that price changes can be challenging, and we want to assure you that this decision was not made lightly. This adjustment is necessary to ensure that we can continue to deliver the quality and reliability you have come to rely on.

We appreciate your understanding and support as we navigate these changes. If you have any questions or concerns regarding this price increase, please do not hesitate to reach out to us. Our team is here to assist you.

Thank you for your continued partnership. We look forward to serving you in the future.

Sincerely,

Roy Ballard

Roy Ballard

General Manager

Roadrunner Redi-Mix Inc.

New Mexico Department of WORKFORCE SOLUTIONS

TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2025

4%
28.13

Trade Classification	Base Rate	Fringe Rate
Cement Mason	20.52	7.61
Drywall Finisher/Taper	29.60	9.63
Glazier/Fabricator	22.25	7.40
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	43.07	17.25
Soft Floor Layers	21.00	9.20
Bricklayer/Block Layer/Stonemason		
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter		
Carpenter/Lather	30.89	13.26
Carpenter- Los Alamos County	37.39	14.18
Electricians- Outside Classifications: Zone 1		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11
Electricians-Outside Classifications: Zone 2		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11

Trade Classification	Base Rate	Fringe Rate
Electricians-Outside Classifications: Los Alamos County		
Ground man	27.95	13.34
Equipment Operator	40.11	17.70
Lineman	50.54	21.14
Journeyman technician	47.19	20.29
Cable Splicer	55.50	22.38
Ironworker		
Ironworker Journeyman	28.96	19.51
Probationary Ironworker	23.17	19.51
Laborers		
Group I – unskilled	17.39	7.51
Group II – semiskilled	17.39	7.51
Group III A skilled	18.89	7.51
Group IV – specialty	19.39	7.51
Operators		
Group I	23.00	6.95
Group II	24.00	6.95
Group III	25.50	6.95
Group IV	27.03	6.95
Group V	27.16	6.95
Group VI	27.41	6.95
Group VII	27.62	6.95
Group VIII	28.56	6.95
Group IX	37.81	6.95
Group X	42.19	6.95
Truck Drivers		
Group I-IX	20.55	9.40

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at https://www.dws.state.nm.us/public_works.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

274-0036

New Mexico Department of WORKFORCE SOLUTIONS

LABOR RELATIONS DIVISION
401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: St. Michaels Pedestrian and Bike Project
Requested Date: 01/24/2025
Approved Date: 01/27/2025
Approved Wage Decision Number: SF-25-0238-A

Wage Decision Expiration Date: 05/27/2025

2) Physical Location of Jobsite for Project:
Job Site Address: Intersection of St. Michaels and Llano, 1700 St. Michaels
Job Site City: Santa Fe
Job Site County: Santa Fe

3) Contracting Agency Name (Department or Bureau): CITY OF SANTA FE
Contracting Agency Contact's Name: Jennifer Morrow
Contracting Agency Contact's Phone: (505) 469-6076 Ext.

4) Estimated Contract Award Date: 01/30/2025

5) Estimated total project cost: $500,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: To improve the intersection of the St. Michaels and Llano intersection for better pedestrian and bike mobility including ADA improvements and signal upgrades.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) **Cost**: $500,000.00	Improvements to the St. Michaels and Llano intersection to improve pedestrian and bicycle mobility. Improvements include ADA ramps and signal upgrades.

New Mexico Department of WORKFORCE SOLUTIONS

TYPE "A" –
STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	27.73	12.14
Carpenter- Los Alamos County	33.18	13.58
Cement Mason	18.24	7.61
Drywall Finisher/Taper	25.82	8.40
Glazier		
Glazier/Fabricator	21.25	6.70
Delivery Driver	12.00	6.70
Painter- Commercial	18.25	8.50
Paper Hanger	18.25	8.50
Plumber/Pipefitter	38.63	14.55
Electricians- Outside Classifications: Zone 1		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
Electricians-Outside Classifications: Zone 2		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
Electricians-Outside Classifications: Los Alamos County		
Ground man	26.15	11.78
Equipment Operator	37.54	16.13
Lineman	47.29	18.82
Journeyman technician	44.15	18.04
Cable Splicer	51.93	19.98

25.85

Trade Classification	Base Rate	Fringe Rate
Ironworker		
Ironworker Journeyman	28.05	18.30	0.60
Probationary Ironworker	22.44	18.30	0.60
Laborers		
Group I – unskilled	15.99	7.11
Group II – semiskilled	15.99	7.11
Group III – skilled	17.49	7.11
Group IV – specialty	17.99	7.11
Operators		
Group I	21.35	6.74
Group II	22.38	6.74
Group III	22.49	6.74
Group IV	22.62	6.74
Group V	22.73	6.74
Group VI	22.94	6.74
Group VII	23.12	6.74
Group VIII	23.45	6.74
Group IX	31.96	6.74
Group X	35.65	6.74
Soft Floor Layers	21.00	8.45
Truck Drivers		
Group I-IX	19.00	9.10

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at https://www.dws.state.nm.us/public-works.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail	**Phone:**	(505) 471-5901
	Santa Fe, NM 87508 UNITED STATES	**Fax:**	
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		PAVEMENT ARROW, LEFT				
194	704719	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, THRU	1.00	EACH	$100.000	$100.00
195	704720	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING WORD, ONLY	1.00	EACH	$145.000	$145.00
196	704728	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING, YIELD LINE A	1.00	LF	$16.350	$16.35
197	704734	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING, SHARROW SYMBOL	1.00	EACH	$285.000	$285.00
198	704738	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT WORD, YIELD	1.00	EACH	$145.000	$145.00
199	704754	REFLECTORIZED HOT THERMOPLASTIC MARKING, 4"	1.00	LF	$0.800	$0.80
200	704754A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 4"	1.00	LF	$4.150	$4.15
201	704762	REFLECTORIZED HOT THERMOPLASTIC MARKING, 12"	1.00	LF	$4.550	$4.55
202	704762A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 12"	1.00	LF	$13.150	$13.15
203	704764	REFLECTORIZED HOT THERMOPLASTIC MARKING, 24"	1.00	LF	$8.000	$8.00
204	704764A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 24"	1.00	LF	$20.350	$20.35
205	704765	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU/RIGHT	1.00	EACH	$435.000	$435.00
206	704766	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU/LEFT	1.00	EACH	$435.000	$435.00
207	704767	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, RIGHT	1.00	EACH	$370.000	$370.00
208	704768	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, LEFT	1.00	EACH	$370.000	$370.00
209	704769	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU	1.00	EACH	$280.000	$280.00
210	704770	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, ONLY	1.00	EACH	$335.000	$335.00
211	704771	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, STOP	1.00	EACH	$335.000	$335.00
212	704774	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, XING	1.00	EACH	$335.000	$335.00
213	704775	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, PED	1.00	EACH	$265.000	$265.00
214	704782	REFLECTORIZED PREFORMED PATTERNED 380ies SYMBOL, BIKEWAY	1.00	EACH	$265.000	$265.00
215	704784	REFLECTORIZED PREFORMED PATTERNED 380ies SYMBOL, SHARROW	1.00	EACH	$345.000	$345.00
216	704870	PLOWABLE REFLECTORIZED RAISED PAVEMENT MARKER, TYPE PH - 1 WAY AMBER	1.00	EACH	$11.500	$11.50

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail Santa Fe, NM 87508 UNITED STATES	**Phone:**	(505) 471-5901
		Fax:	
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
7	621000	MOBILIZATION FOR PAVEMENT MARKINGS - *ITEMS 185 - 216*	1.00	MILE	$6.250	$6.25
7	621000	MOBILIZATION FOR PERMANENT SIGNING - *ITEMS 173 - 175, 184*	1.00	MILE	$3.550	$3.55
7	621000	MOBILIZATION FOR STRIPING REMOVAL - *ITEMS 236 - 237*	1.00	MILE	$3.850	$3.85
9	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION - *PER ADDENDUM 1*	168.00	CDY	$355.000	$59,640.00
10	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST - *PER ADDENDUM 1*	168.00	CDY	$95.000	$15,960.00
144	618000	TRAFFIC CONTROL MANAGEMENT (Major) - *INCLUDES UP TO TWO (2) TRAFFIC CONTROL PERSONNEL ONSITE*	1.00	CDY	$1,950.000	$1,950.00 79%
145	618000	TRAFFIC CONTROL MANAGEMENT (Minor) - *INCLUDES UP TO ONE (1) TRAFFIC CONTROL PERSONNEL ONSITE*	1.00	CDY	$975.000	$975.00] 19%
173	701000	PANEL SIGNS	1.00	SF	$24.500	$24.50
175	701030	REMOVE AND RESET PANEL SIGN	1.00	EACH	$165.000	$165.00
174	701100	STEEL POST & BASE POST FOR ALUMINUM PANEL SIGNS	1.00	LF	$10.950	$10.95
177	702000	CONSTRUCTION SIGNING	1.00	SF	$10.550	$10.55
178	702110	PORTABLE SIGN SUPPORT - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$2.500	$2.50
180	702320	VERTICAL PANEL, TYPE BACK TO BACK - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$3.250	$3.25
181	702610	PORTABLE CHANGEABLE MESSAGE SIGN - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$185.000	$185.00
183	702710	MOBILE TRAFFIC SIGNAL SYSTEM - *PER TWO EACH HORIZON SQ3 UNITS, PER CALENDAR DAY*	1.00	EADY	$175.000	$175.00
184	703300	REFLECTIVE BARRIER DELINEATOR	1.00	EACH	$17.000	$17.00
185	704000	REFLECTORIZED PAINTED MARKINGS, 4" - *PRICE PER APPLICATION*	1.00	LF	$0.200	$0.20
186	704004	REFLECTORIZED PAINTED MARKINGS, 12" - *PRICE PER APPLICATION*	1.00	LF	$4.000	$4.00
187	704099	TEMPORARY PAINTED STRIPING, 4" - *PRICE PER APPLICATION, 15-17 Mils*	1.00	LF	$0.190	$0.19
188	704100	REMOVABLE MARKING TAPE, 4"	1.00	LF	$1.550	$1.55
189	704104	REMOVABLE MARKING TAPE, 12"	1.00	LF	$4.650	$4.65
190	704704	REFLECTORIZED HOT THERMOPLASTIC MARKING, 24"	1.00	LF	$8.000	$8.00
191	704716	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, THRU/LEFT	1.00	EACH	$155.000	$155.00
192	704717	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, RIGHT	1.00	EACH	$105.000	$105.00
193	704718	REFLECTORIZED HOT THERMOPLASTIC	1.00	EACH	$105.000	$105.00

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
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Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
235	720060	VEHICULAR IMPACT ATTENUATOR UNIT, WORK ZONES - *PER EACH TL3 UNIT, PER CALENDAR DAY*	1.00	EADY	$80.000	$80.00
236	721000	REMOVAL OF PAVEMENT STRIPE	1.00	LF	$0.650	$0.65
237	721101	REMOVAL OF PAVEMENT MARKING	1.00	EACH	$120.000	$120.00

Notes:

- **THERE WILL BE A MINIMUM CHARGE OF $2,500 PER WORK ORDER FOR PAVEMENT MARKINGS AND A MINIMUM CHARGE OF $1,800 PER WORK ORDER FOR PERMANENT SIGNING.**
- SCOPE-CALENDAR DAY TRAFFIC CONTROL:
  - Proposal is bid on a calendar day rate - customer to plug in the amount of calendar days based on work order.
  - Unless otherwise noted our calendar daily rate will be charged for our equipment layout days, days to do equipment resets and equipment pick up days, during days of contractor non-work days while traffic control devices are on the project.
  - Customer is responsible to notify us when hazards inside the construction work zone(s) need to be barricaded for pedestrian and bicycle safety.
  - Proposal includes necessary sandbags, warning flags, warning lights on required devices.

  Traffic Control Excludes:
  - Off duty law enforcement, barrier wall, glare shielding, light towers, flagperson(s), pilot car or driver, 24/7 or double shift labor coverage.
- SCOPE PAVEMENT MARKINGS:
  - All pavement markings conform to City of Santa Fe and NMDOT specifications.
  - Customer to ensure that roadway is clean for placement of pavement markings and that all other construction activities are complete prior to Highway Supply beginning permanent striping operations.
  - Customer to provide stripe survey control points prior to Highway Supply arriving at job-site at 40' intervals maximum in white paint. $325.00 / hour will be charged to add control points if they are not layed out at 40' intervals. This rate applies to any stand-by time.

  Pavement Marking Excludes:
  - Multiple phasing for installation, standby time, traffic control, heavy sweeping, any cure removal, incidental striping or obliteration of, seal after obliteration, removal of chip seal tabs, contrast striping unless otherwise noted.
- SCOPE PAVEMENT MARKING REMOVAL:
  - Removal is quoted with waterblasting method.
  - Customer to provide on-site clean potable water source and disposal area for greywater and laitance.

  Removal Excludes:
  - Traffic Control, concrete joint seal protection, heavy sweeping, any pavement seal after removal operations.
- SCOPE PERMANENT SIGNING:
  - All permanent signing items conform to City of Santa Fe and NMDOT specifications.
  - Customer to ensure that roadway, median and shoulder construction is complete prior to Highway Supply beginning permanent signing operations.
  - Customer to provide sign survey, **STAKING AND WHITE LINING** (so we can call in 811 line locates) prior to Highway Supply arriving at job-site. $75.00/hour will be charged, port-to-port, if white lining is not provided by customer during staking.

  Permanent Signing Excludes:
  - Multiple phasing for installation, traffic control, any electrical work, existing sign removals, slipbases, concrete, concrete or asphalt coring.
- SCHEDULING WORK: Please schedule with minimum 2 weeks advanced notice, subject to availability.

RoadSafe TRAFFIC SYSTEMS
Life on the road

24 Hour Dispatch
505 • 345 • 0532

Sales & Admin
505 • 345 • 8295

roadsafetraffic.com

6221 Chappell Rd. NE • Albuquerque, NM 87113

Barricades • Lights • Safety Equipment • Arrow and Message Boards • Signs • Pavement Striping • Sign Installation

To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail Santa Fe, NM 87508 UNITED STATES	**Phone:** **Fax:**	(505) 471-5901
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

- ADDITIONAL CHARGE ITEMS:
  - Traffic control plan sheets are $75.00 per sheet.
  - P.E. review and stamp of our traffic control plans are $160.00 per sheet, if required (discount for multiple sheets) - plans are drafted in accordance with local standards/specifications and the MUTCD.
  - Special/business access signs $8.00/SF.
  - Flagline-$8.50/roll, caution tape-$15.00/roll.
  - Chip-seal markers installed-$1.35/ea, chip-seal markers removed-$3.50/ea (traffic control hourly charges will apply to installation or removal of.)
  - Asphalt/concrete coring-$225.00/hole.
  - Existing sign removals-$55.00/post.
  - Curb/median nose painting-$3.50/SF
  - Cure removal-$3.50/SF
- NOTES GENERAL:
  - **Our quote, in its entirety, shall be incorporated into the subcontract agreement or purchase/work order issued.**
  - Quantities shown above are an estimate only, actual installed quantities installed will be invoiced.
  - **This quote expires after 30 Days** (Unit prices may be adjusted for purchase/work orders or subcontracts recieved after 30 days - in addition, our availability to accept the work may have changed.)
  - Excludes: Bonds, taxes, testing, permits, any fees or anything not specifically included above.
  - Our quote specifically excludes any obligation in the contract to have, provide or self-perform any engineering services and or design as related to our scope of work.

Payment Terms:

Payment Terms: Net 30 with approved credit.
BUSINESS INFORMATION: Contractors License#: 411465 -GA98, GF98, GS04. Department of Workforce Solutions#: 22610844182023 - Registration Date: 3/8/2023. Federal Tax ID#: 26-1084418 NM CRS State ID#: 03-132838-00-5

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **RoadSafe Traffic Systems** **Authorized Signature:** _____ **Estimator:** Chris Catlin

On-Call Small Roadway, Trail and Sidewalk Construction

RoadSafe Traffic Systems, Inc.

6221 Chappell Rd. NE
Albuquerque, NM 87113
Contact: **Jason Ogden**
Phone: **(505) 345-8295 x124**
Fax:

Quote To:	Estimating	Job Name:	On-Call Small Roadway, Trail and Sidew
Estimate #:	250306-JO1	Bid Date:	03/07/2025
Location:	Santa Fe, NM		
Phone:		Revision Date:	
Fax:			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PMMOB	MOBILIZATION FOR PAVEMENT MARKINGS - ITEMS 191-222	1.00	MILE	9.250	9.25
PIMOB	MOBILIZATION FOR PERM SIGNING - ITEMS 179-181/190	1.00	MILE	5.500	5.50
WBMOB	MOBILIZATION FOR STRIPING REMOVAL - ITEMS 242-244	1.00	MILE	5.750	5.75
TCMOB	MOBILIZATION FOR ALL TRAFFIC CONTROL ITEMS	1.00	MILE	2.750	2.75
144	TRAFFIC CONTROL MANAGEMENT (MAJOR) - 2 TCS	1.00	WDAY	3,500.000	3,500.00 ✓
145	TRAFFIC CONTROL MANAGEMENT (MINOR) - 1 TCS	1.00	WDAY	1,650.000	1,650.00
179	PANEL SIGNS	1.00	SF	29.950	29.95
180	STEEL POST & BASE POST FOR ALUMINUM PANEL SIGNS	1.00	LF	21.500	21.50
181	REMOVE AND RESET PANEL SIGN	1.00	EACH	225.000	225.00
182	STEEL POST & BASE POST FOR SIGNS - PER EACH UNIT	1.00	CDY	4.750	4.75
183	CONSTRUCTION SIGNING	1.00	SF	16.500	16.50
184	PORTABLE SIGN SUPPORT	1.00	CDY	3.250	3.25
186	VERTICAL PANEL TYPE BACK TO BACK	1.00	CDY	2.500	2.50
187	PORTABLE VARIABLE MESSAGE BOARD PER EACH/CDY	1.00	CDY	195.000	195.00
189	MOBILE TRAFFIC SIGNAL SYSTEM	1.00	CDY	185.000	185.00
190	REFLECTIVE BARRIER DELINEATOR	1.00	EACH	35.500	35.50
191	REFLECTORIZED PAINTED MARKINGS 4" - PRICE PER APP	1.00	LF	0.295	0.30
192	REFLECTORIZED PAINTED MARKINGS 12" - PRICE PER APP	1.00	LF	6.250	6.25
193	TEMPORARY PAINTED STRIPING 4" - PRICE PER APP	1.00	LF	0.255	0.26
194	REMOVABLE MARKING TAPE 4"	1.00	LF	2.350	2.35

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
195	REMOVABLE MARKING TAPE 12"	1.00	LF	6.650	6.65
196	REFLECTORIZED HOT THERMOPLASTIC MARKING 24"	1.00	LF	10.500	10.50
197	REFLECTORIZED HOT THERMO PAVEMENT ARROW THRU/LEFT	1.00	EACH	195.000	195.00
198	REFLECTORIZED HOT THERMO PAVEMENT ARROW RIGHT	1.00	EACH	135.000	135.00
199	REFLECTORIZED HOT THERMO PAVEMENT ARROW LEFT	1.00	EACH	135.000	135.00
200	REFLECTORIZED HOT THERMO PAVEMENT ARROW THRU	1.00	EACH	130.000	130.00
201	REFLECTORIZED HOT THERMO PAVEMENT MARKING ONLY	1.00	EACH	225.000	225.00
202	REFLECTORIZED HOT THERMO PAVEMENT MARKING YIELD LI	1.00	LF	23.500	23.50
203	REFLECTORIZED HOT THERMO PAVEMENT MARKING SHARROW	1.00	EACH	325.000	325.00
204	REFLECTORIZED HOT THERMO PAVEMENT MARKING YIELD	1.00	EACH	225.000	225.00
205	REFLECTORIZED HOT THERMOPLASTIC MARKING 4"	1.00	LF	0.995	1.00
206	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 4"	1.00	LF	5.750	5.75
207	REFLECTORIZED HOT THERMOPLASTIC MARKING 12"	1.00	LF	6.000	6.00
208	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 12"	1.00	LF	17.750	17.75
209	REFLECTORIZED HOT THERMOPLASTIC MARKING 24"	1.00	LF	12.250	12.25
210	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 24"	1.00	LF	35.000	35.00
211	REFLECTORIZED PREFORMED 380IES ARROW THRU/RIGHT	1.00	EACH	1,100.000	1,100.00
212	REFLECTORIZED PREFORMED 380IES ARROW THRU/LEFT	1.00	EACH	1,100.000	1,100.00
213	REFLECTORIZED PREFORMED 380IES ARROW RIGHT	1.00	EACH	675.000	675.00
214	REFLECTORIZED PREFORMED 380IES ARROW LEFT	1.00	EACH	675.000	675.00
214	REFLECTORIZED PREFORMED 380IES ARROW THRU	1.00	EACH	475.000	475.00
216	REFLECTORIZED PREFORMED 380IES WORD ONLY	1.00	EACH	995.000	995.00
217	REFLECTORIZED PREFORMED 380IES WORD STOP	1.00	EACH	1,195.000	1,195.00
217	REFLECTORIZED PREFORMED 380IES WORD XING	1.00	EACH	1,150.000	1,150.00
219	REFLECTORIZED PREFORMED 380IES WORD PED	1.00	EACH	1,500.000	1,500.00
220	REFLECTORIZED PREFORMED 380IES SYMBOL BIKE	1.00	EACH	595.000	595.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
221	REFLECTORIZED PREFORMED 380IES SYMBOL SHARROW	1.00	EACH	995.000	995.00
222	PLOWABLE REFLECTORIZED RAISED PAVEMENT MARK TYP PH	1.00	EACH	14.500	14.50
241	VEHICULAR IMPACT ATTENUATOR UNIT WORK ZONES	1.00	EACH	125.000	125.00
242	REMOVAL OF PAVEMENT STRIPE	1.00	LF	0.950	0.95
244	REMOVAL OF PAVEMENT MARKING	1.00	EACH	145.000	145.00

NOTES:

THERE WILL BE A MINIMUM CHARGE OF $5,000 PER WORK ORDER FOR PAVEMENT MARKINGS AND A MINIMUM CHARGE OF $3,000 PER WORK ORDER FOR PERMANENT SIGNING.

SCOPE-CALENDAR DAY TRAFFIC CONTROL:

- Proposal is bid on a calendar day rate - customer to plug in the amount of calendar days based on his estimate and schedule.
- Unless otherwise noted our calendar daily rate will be charged for our equipment layout days, days to do equipment resets and equipment pick up days, during days of contractor non-work days while traffic control devices are on the project.
- Customer is responsible to notify us when hazards inside the construction work zone(s) need to be barricaded for pedestrian and bicycle safety.
- Proposal includes necessary sandbags, warning flags, warning lights on required devices.

- All Traffic Control Services and Items are subject to gross receipts tax payable to RoadSafe, LLC unless a NTTC Type 5 or 6 for subcontracted services is provided.
- Traffic control plan sheets are $75.00 per sheet. (N.T.S. and Non-Engineered)
- Traffic control plan sheets are $150.00 per sheet if Customer is managing their own traffic control.
- P.E. review and stamp of our traffic control plans are $160.00 per sheet (discount for multiple sheets) - plans are drafted in accordance with local standards/specifications and the MUTCD.
- Special/business access signs $13.50/SF.
- Daily rental rate of $125.00 per each variable message board.
- Flagline-$9.50/roll, caution tape-$16.00/roll.
- Chip-seal markers installed-$1.75/ea, chip-seal markers removed-$4.00/ea (traffic control hourly charges will apply to installation or removal of.)

Traffic Control Excludes:

- Off duty law enforcement, barrier wall, impact attenuators, glare shielding, light towers, striping or removal, flagperson(s), pilot car or driver, 24/7 or double shift labor coverage.

SCOPE-PAVEMENT MARKINGS:

- All pavement markings conform to City of Santa Fe and NMDOT specifications.
- Customer to ensure that roadway is clean for placement of pavement markings and that all other construction activities are complete prior to RoadSafe beginning permanent striping operations.
- Customer to provide stripe survey control points prior to RoadSafe (both temporary and permanent striping) arriving at job-site at 40' intervals maximum in white paint. $325.00 / hour will be charged to add control points if they are not layed out at 40' intervals. This rate applies to any stand-by time.
- Customer to ensure ALL cure is removed from concrete surfaces prior to placement of final striping.
- IF CHIP SEAL MARKERS ARE USED ON FINAL PAVEMENT LIFT, PLEASE OFF-SET THEM SO THEY DO NOT INTERFERE WITH PLACEMENT OF FINAL STRIPING

Pavement Marking Excludes:

- Multiple phasing for installation, stand-by time, any additional traffic control measures, heavy sweeping, any cure removal, incidental striping or obliteration of, seal after obliteration, removal of chip seal tabs.

SCOPE-PAVEMENT MARKING REMOVAL:

- Removal is quoted with waterblasting method. Removal is quoted with (XX) MOVE-IN(s), additionals will be $2,500.00 per occurrence.
- Customer to provide on-site clean potable water source and disposal area for greywater and laitance.
- If customer can not provide disposal area, a $500.00 fee will apply per each dump trip.
- Cure removal-$4.50/SF

Removal Excludes:
- Traffic Control, concrete joint seal protection, heavy sweeping, any pavement seal after removal operations.

SCOPE-PERMANENT SIGNING:
- All permanent signing items conform to City of Santa Fe and NMDOT specifications.
- Customer to ensure that roadway, median and shoulder construction is complete prior to RoadSafe beginning permanent signing operations.
- Customer to provide sign survey, STAKING AND WHITE LINING (so we can call in 811 line locates) prior to RoadSafe arriving at job-site. $75.00/hour will be charged, port-to-port, if white lining is not provided by customer during staking.
- PLEASE PROVIDE 4" SLEEVED HOLES IN NEW CONCRETE OR ASPHALT FOR SIGN BASE POSTS TO AVOID CORING ISSUES.
- Asphalt/concrete coring-$250.00/hole.
- Existing sign removals-$65.00/post.
- Curb/median nose painting-$4.50/SF

Permanent Signing Excludes:
- Multiple phasing for installation, Traffic control, any electrical work, existing sign removals, slip-bases, concrete, concrete or asphalt coring.

SCHEDULING WORK: Please schedule with minimum 2 weeks advanced notice, subject to availability.

NOTES GENERAL:
- Our quote, in its entirety, shall be incorporated into the subcontract agreement or purchase/work order issued.
- Quantities shown above are an estimate only, actual installed quantities installed will be invoiced.
- This quote expires after 30 Days (Unit prices may be adjusted for purchase/work orders or subcontracts recieved after 30 days - in addition, our availability to accept the work may have changed.)
- Excludes: Bonds, taxes, testing, permits, any fees or anything not specifically included above.
- Our quote specifically excludes any obligation in the contract to have, provide or self-perform any engineering services and or design as related to our scope of work.
- BUSINESS INFORMATION: Contractors License#: 411465 -GA98, GF98, GS04. Department of Workforce Solutions#: 22610844182023 - Registration Date: 3/8/2023. Federal Tax ID#: 26-1084418 NM CRS State ID#: 03-132838-00-5

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer:_____

Signature:_____

Date of Acceptance:_____

Item# 23-0223
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **JDR & Associates, 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 let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. **Scope of Work.**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager's determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	JDR & Associates, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe 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 City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City'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 Awarded 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 Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or

gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Donald R. Garcia, Owner, JDR & Associates, LLC, 274 Dinosaur Trail, Santa Fe, NM 87508, Donald.Jdr@gmail.com.

29. Authority.

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

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

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

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
JDR & Associates, LLC

DONALD R. GARCIA
OWNER

DATE: 4/19/23

CRS# 03-541213-00-5

Registration # 230633

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 05/10/2023

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:57 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2024

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
Burke Insurance Group, LLC
1690 S. Telshor Blvd
Las Cruces NM 88011

CONTACT NAME: Angela Tolliver
PHONE (A/C, No, Ext): 575-524-2222 x4 FAX (A/C, No):
E-MAIL ADDRESS: atolliver@burke-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield National Insurance C	24120
INSURER B : Builders Trust of NM	525190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JDR & Associates, LLC
274 Dinosaur Trail
Santa Fe NM 87508
JDR&ASS-01

COVERAGES **CERTIFICATE NUMBER:** 1116930350 **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	CWP127261H	1/1/2024	1/1/2025	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 $ 500,000 $ 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	Y	Y	CWP127261H	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired and Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CWP127261H	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC100-0006533-2024A	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

See Attached...

CERTIFICATE HOLDER

Proof of Insurance

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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Item# 25-0187
Munis Contract# 3204006
Original Contract Item# 23-0223
ITB #: 23/48/B

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0223

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and JDR & ASSOCIATES, 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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly the legal or regulatory change impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with

NMSA 1978, Sections 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (May 19, 2025 16:33 MDT)

ALAN WEBBER, MAYOR

DATE: 05/19/2025

CONTRACTOR:
JDR & ASSOCIATES, LLC.

Donald R. Garcia
Donald R. Garcia (Apr 11, 2025 15:47 MDT)

DONALD R. GARCIA
OWNER

DATE: Apr 11, 2025

CRS#03-541213-00-5

Registration #230633

ATTEST:

ANDREA SALAZAR (May 19, 2025 15:45 MDT)

ANDRÉA SALAZAR, CITY CLERK
GB MTG 05/14/25

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 14, 2025 08:51 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

A¢¢!//IMENT #1

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda – CPO
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00PM MST							
ITB # 23/48/B - On-Call Roadway and Trails Construction Services							
Awarded Contractor: JDR & Associates (Item # 23-0223; Munis # 3204006)							
Item #	**Bid Item**	**Item description**	**Unit of Measure**	**Quantity**	**Current Unit Price Written in Numbers (Dollars & Cents)**	**Proposed New Unit Price Written in Numbers (Dollars & Cents)**	**Percentage of Increase/ (Decrease)**
1	203000	Unclassified Excavation	C.Y.	1	$15.00	$18.00	20%
2	203100	Borrow	C.Y.	1	$20.00	$24.00	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$15.00	$18.00	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$18.00	$21.60	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$40.00	$48.00	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$0.50	$0.60	20%

7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$0.40	$0.48	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$0.40	$0.48	20%
9	208000	Linear Grading	Mile	1	$6,000.00	$7,200.00	20%
10	209000	Blading and Reshaping	Mile	1	$6,500.00	$7,800.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$25.00	$30.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$20.20	$24.24	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$2.25	$2.70	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.50	$3.00	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.00	$2.40	20%
17	303160	Base Course 6”	S.Y.	1	$15.00	$18.00	20%
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$12.00	$14.40	20%
19	405000	Detour Pavement Construction	S.Y.	1	$110.00	$132.00	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$800.00	$960.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$900.00	$1,080.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,000.00	$1,200.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$180.00	$216.00	20%
24	408100	Prime Coat Material	Ton	1	$900.00	$1,080.00	20%

25	411000	Hot Poured Crack Sealing	LB	1	$3.25	$3.90	20%
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1	$3.20	$3.84	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1	$20.00	$24.00	20%
31	416000	Minor Pavement	S.Y./IN	1	$15.00	$18.00	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$30.00	$36.00	20%
33	417000	Miscellaneous Paving	S.Y.	1	$33.00	$39.60	20%
34	417100	Asphalt Curb (6” Width)	L.F.	1	$15.00	$18.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$7.00	$8.40	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$6.00	$7.20	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$5.00	$6.00	20%
38	423283	HMA SP-IV Complete	Ton	1	$220.00	$264.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$10.00	$12.00	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$8.00	$9.60	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$7.50	$9.00	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$5.00	$6.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	$1.95	$2.34	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$252.00	$302.40	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,790.00	$2,148.00	20%
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$3.50	$4.20	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$5.00	$6.00	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$600.00	$720.00	20%
49	516000	Flowable Fill	C.Y.	1	$120.00	$144.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$1.50	$1.80	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$4.50	$5.40	20%
53	543002A	Metal Railing, Type D	L.F.	1	$450.00	$540.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$450.00	$540.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	$450.00	$540.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$62.00	$74.40	20%
57	570018	18" Culvert Pipe	L.F.	1	$94.00	$112.80	20%
58	570024	24" Culvert Pipe	L.F.	1	$130.00	$156.00	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$450.00	$540.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$145.00	$174.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$550.00	$660.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$205.00	$246.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$1,300.00	$1,560.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$260.00	$312.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$3,800.00	$4,560.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$140.00	$168.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$980.00	$1,176.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$207.00	$248.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$1,300.00	$1,560.00	20%
70	571000	3/8” Diamond Plate	S.F.	1	$35.00	$42.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$9.00	$10.80	20%
72	602010	Riprap Class B	C.Y.	1	$250.00	$300.00	20%
73	602030	Riprap Class D	C.Y.	1	$200.00	$240.00	20%
74	602060	Riprap Class G	C.Y.	1	$220.00	$264.00	20%

75	602200	Gabions with rocks	C.Y.	1	$280.00	$336.00	20%
76	603100	Temporary Soil Stabilant	ACRE	1	$450.00	$540.00	20%
77	603200	Silt Fence	L.F.	1	$8.00	$9.60	20%
78	603220	Check Dam Type I	L.F.	1	$8.00	$9.60	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$200.00	$240.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$200.00	$240.00	20%
81	603261	Mulch Socks	L.F.	1	$8.00	$9.60	20%
82	603262	Composted Mulch Socks	L.F.	1	$8.00	$9.60	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$18.00	$21.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$6.50	$7.80	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$6.50	$7.80	20%
92	607026	Chain Link Fence 6'	L.F.	1	$23.00	$27.60	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$45.00	$54.00	20%
94	607080	Bike Racks	EACH	1	$2,000.00	$2,400.00	20%

95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,500.00	$1,800.00	20%
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$120.00	$144.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.00	$138.00	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$110.00	$132.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$140.00	$168.00	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$135.00	$162.00	20%
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$130.00	$156.00	20%
102	608106	Drive Pad 6"	S.Y.	1	$140.00	$168.00	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$120.00	$144.00	20%
104	608300	Detectable Warning Plastic	S.F.	1	$25.00	$30.00	20%
105	608400	Ada Ramp	S.Y.	1	$65.00	$78.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$140.00	$168.00	20%
107	609200	Header Curb	L.F.	1	$35.00	$42.00	20%
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$35.00	$42.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$110.00	$132.00	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$28.00	$33.60	20%

111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$26.00	$31.20	20%
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$33.00	$39.60	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$31.00	$37.20	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$38.00	$45.60	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$36.00	$43.20	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$43.00	$51.60	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$41.00	$49.20	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$26.00	$31.20	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$28.00	$33.60	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$26.00	$31.20	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$26.00	$31.20	20%

122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$33.00	$39.60	20%
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$31.00	$37.20	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$31.00	$37.20	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$38.00	$45.60	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$43.00	$51.60	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$40.00	$48.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$40.00	$48.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$38.00	$45.60	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$45.00	$54.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$45.00	$54.00	20%

132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$43.00	$51.60	20%
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$45.00	$54.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$50.00	$60.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$42.00	$50.40	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$80.00	$96.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$34.00	$40.80	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$32.00	$38.40	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$32.00	$38.40	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$39.00	$46.80	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1	$37.00	$44.40	20%

142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$37.00	$44.40	20%
143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$150.00	$180.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$220.00	$264.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$110.00	$132.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$13,000.00	$15,600.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,000.00	$9,600.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4'	EACH	1	$15,000.00	$18,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$11,000.00	$13,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$10,000.00	$12,000.00	20%
151	623600	Junction Box	EACH	1	$600.00	$720.00	20%
152	623999	Modify Existing Inlet	EACH	1	$3,000.00	$3,600.00	20%
153	632000	Class A Seeding	ACRE	1	$8,712.00	$10,454.40	20%
154	632020	Class C Seeding	ACRE	1	$15,300.00	$18,360.00	20%
155	632100	Manhole Extension	EACH	1	$600.00	$720.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$2,500.00	$3,000.00	20%

157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$950.00	$1,140.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$400.00	$480.00	20%
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$7,000.00	$8,400.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$7,500.00	$9,000.00	20%
161	663850	Water Valve Adjustment	EACH	1	$400.00	$480.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$300.00	$360.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$200.00	$240.00	20%
164	667209	Crusher Fines	C.Y.	1	$35.00	$42.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$15.00	$18.00	20%
166	667500	Bollard	EACH	1	$850.00	$1,020.00	20%
167	667501	Parking Bumpers	EACH	1	$190.00	$228.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$120.00	$144.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$100.00	$120.00	20%
170	667515	Litter Receptacle	EACH	1	$900.00	$1,080.00	20%
171	667520A	Park Bench 6’	EACH	1	$1,000.00	$1,200.00	20%
172	667520B	Park Bench 8’	EACH	1	$1,200.00	$1,440.00	20%

173	701000	Panel Signs	S.F.	1	$39.00	$46.80	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$500.00	$600.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$20.00	$24.00	20%
177	702000	Construction Signing	S.F.	1	$0.20	$0.24	20%
178	702110	Portable Sign Support	EACH	1	$2.00	$2.40	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$0.60	$0.72	20%
181	702610	Portable Changeable Message Sign	EACH	1	$22,353.50	$26,824.20	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$22,300.00	$26,760.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$75,400.00	$90,480.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$45.00	$54.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.00	$1.20	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$5.00	$6.00	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.00	$1.20	20%

188	704100	Removable Marking Tape 4"	L.F.	1	$3.00	$3.60	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$3.00	$3.60	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$15.00	$18.00	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$400.00	$480.00	20%
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$300.00	$360.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$300.00	$360.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$250.00	$300.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$350.00	$420.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$50.00	$60.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$300.00	$360.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$450.00	$540.00	20%
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$0.80	$0.96	20%

200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$8.00	$9.60	20%
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$7.50	$9.00	20%
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$16.00	$19.20	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$15.00	$18.00	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$32.00	$38.40	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$1,400.00	$1,680.00	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$1,400.00	$1,680.00	20%

207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$750.00	$900.00	20%
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$750.00	$900.00	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$750.00	$900.00	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$1,300.00	$1,560.00	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$1,400.00	$1,680.00	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$1,400.00	$1,680.00	20%

213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$1,200.00	$1,440.00	20%
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$1,000.00	$1,200.00	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$1,200.00	$1,440.00	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$200.00	$240.00	20%
217	706110	Service Riser (Lighting)	EACH	**1**	$3,170.00	$3,804.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,700.00	$14,040.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$8,780.00	$10,536.00	20%
220	707530	Type V Standard, 30'	EACH	**1**	$5,120.00	$6,144.00	20%
221	707540	Type V Standard, 40'	EACH	**1**	$7,920.00	$9,504.00	20%
222	707550	Type V Standard, 50'	EACH	**1**	$11,530.00	$13,836.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$5,526.00	$6,631.20	20%

224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$752.00	$902.40	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,169.00	$2,602.80	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$5,583.00	$6,699.60	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$18.00	$21.60	20%
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$25.00	$30.00	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$31.00	$37.20	20%
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$1,215.00	$1,458.00	20%
231	710010	Electrical Pull Box (Large)	EACH	**1**	$1,305.00	$1,566.00	20%
232	711102	Single Conductor 2	L.F.	**1**	$5.40	$6.48	20%
233	711230	Single Conductor 3/0	L.F.	**1**	$9.40	$11.28	20%
234	716701	LED Roadway Luminaire	EACH	**1**	$760.00	$912.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$6,500.00	$7,800.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$3.00	$3.60	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$500.00	$600.00	20%

Bidder's Total Cost	**$522,202.60**			
EXCEL Caclulation	**$372,682.00**	**$447,218.40**		
DIFFERENCE	**$149,520.60**	**$74,536.40**	**20%**	

Signature: 

Email: xivigil@santafenm.gov

25-0187 JDR and Associates

Final Audit Report 2025-05-20

Created:	2025-05-19
By:	XAVIER VIGIL (xivigil@santafenm.gov)
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2025-05-20 - 9:57:56 PM GMT- IP address: 63.232.20.2

Document receipt acknowledged by ROMELLA GLORIOSO-MOSS (rsglorioso-moss@santafenm.gov)

Receipt Acknowledgement Date: 2025-05-20 - 10:01:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-20 - 10:01:09 PM GMT

Item# 23-0223
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **JDR & Associates, 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 let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. **Scope of Work.**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager's determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	JDR & Associates, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe 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 City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City'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 Awarded 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 Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or

gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Donald R. Garcia, Owner, JDR & Associates, LLC, 274 Dinosaur Trail, Santa Fe, NM 87508, Donald.Jdr@gmail.com.

29. Authority.

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

30. 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.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. 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.

33. 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.

34. General and Special Provisions

A. Terms used in this Agreement 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 be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this 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 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 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 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 Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. 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.

M. 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.

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

O. Pursuant to Section 13-4-11. NMSA 1978, 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
JDR & Associates, LLC

DONALD R. GARCIA
OWNER

DATE: 4/19/23

CRS# 03-541213-00-5

Registration # 230633

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 05/10/2023

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:57 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

F. PROCUREMENT FORMS

1.0 Bid Form – Stipulated Sum (Single-Prime Contract)

Bid No: 23/48/B

Project: On-Call Roadway & Trails Construction Services

Date of Issuance of Invitation to Bid: February 10, 2023

This Bid is submitted **electronically** to:

Central Purchasing Division, City of Santa Fe Email: Purchasing_ITB@santafenm.gov

1. The undersigned Bidder agrees, if this Bid is accepted, to enter into a Contract with the City in the form included in the bidding documents to perform and furnish all work as specified or indicated for the Contract price and within the Contract time indicated in this Bid and in accordance with the other terms and conditions of the Contract documents.

2. The Bidder accepts all the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of bid security and other bidding documents. This Bid will remain subject to acceptance for 60 days after the day of bid opening. The Bidder shall sign and submit the Contract between City and Contractor with the bonds and other documents required by the bidding requirements within fifteen (15) calendar days after the date of the City's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the bidding documents and of the following amendment/addenda (receipt of all of which is hereby acknowledged):

No. 1	Date 2/24/23	No. _____	Date _____
No. 2	Date 2/27/23	No. _____	Date _____
No. 3	Date 3/2/23	No. _____	Date _____
No. 4	Date 3/6/23	No. _____	Date _____

B. The Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the information available to Bidders and accepts the determination set forth in the information available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the bidding documents.

E. The Bidder has given the City's representative written notice of all conflicts, errors, or discrepancies that have been discovered in the bidding documents, and the written resolution thereof by the City's

2. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal with the bid is a condition of a responsible and responsive bid:

   A. Agent's Affidavit
   B. Subcontractor Listing Form
   C. Non-Collusion Affidavit of Prime Bidder
   D. Certificate of Non-Segregated Facilities
   E. Certificate of Bidder Regarding Equal Employment Opportunity
   F. Certificate of current registration with the NMDWS
   G. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID

   If any of the above documents are not included, current and completed in good order, the Bid shall be deemed non-responsive.

3. The following sample forms are attached to and their completion and submittal (as required) is a condition of award and/or performance of contract:

   A. Certificate of City of Santa Fe Business Registration (This form must be submitted upon Award of Contract.)
   B. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
   C. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
   D. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
   E. Weekly Payroll Form (This form must be provided during Construction.)
   F. Payroll Statement of Compliance (This form must be provided during Construction.)
   G. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
   H. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
   I. Project-specific Certificate of General Liability Insurance (Current COI must be provided within ten (10) days after City NOA.)

3.0 Signatures:

The individual(s) signing this Bid represents and warrants that he or she has the power and authority to bind the Company, and that no further action, resolution, or approval is necessary to enter into a binding Contract.

If the Bidder is:

A. ☐ Individual, ☐ Partnership, ☒ Corporation, ☐ Joint Venture

Fill in the pertinent information:

By: Donald R. Garcia Owner
(Individual's Name) (Title)

General Partner: Donald R. Garcia

Company Name: JDR & Associates, LLC

Business address: 274 Dinosaur Trail
Santa Fe, NM 87508

Telephone: 505-471-5901 Email of contact person: Donald.Jdr@gmail.com

New Mexico
(State of Incorporation)

If a New Mexico Corporation: 6336906
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority

Attest: _____
(Secretary)

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write "none")

NM License No.: 403900 Classification: 6B98, 6A98

NM Taxation and Revenue CRS No.: 03541213005

City of Santa Fe Business Registration No.: 2306333

New Mexico DWS Registration No.: 28612886492022

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	TRAFFIC SIGNALS, ROADWAY LIGHTING, ELECTRICAL
NAME	BIXBY ELECTRIC, INC.
ADDRESS	521 WHEELER AVE. SE, ALBUQUERQUE, NM 87102
TELEPHONE#	505-842-5304
LICENSE #	NM # 28569
NM DEPT. OF LABOR REGISTRATION	01906120111621
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	TRAFFIC CONTROL
NAME	SOUTH WEST SAFETY, LLC
ADDRESS	P.O. BOX 9227, ALBUQUERQUE, NM 87119
TELEPHONE#	505-873-0044
LICENSE #	NM # 82265
NM DEPT. OF LABOR REGISTRATION	28636163652022
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	STRIPING, METAL BARRIERS, SIGNAGE
NAME	SANBAR CONSTRUCTION CORP.
ADDRESS	9101 BROADWAY SE, ALBUQUERQUE, NM 87105
TELEPHONE#	505-452-8000
LICENSE #	NM # 30106
NM DEPT. OF LABOR REGISTRATION	01911082011623
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	STORM WATER MANAGEMENT
NAME	EZRC
ADDRESS	4304 HILL ROAD, BERNALILLO, NM 87004
TELEPHONE#	505-867-4040
LICENSE #	NM # 350811
NM DEPT. OF LABOR REGISTRATION	ITT2902160104
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	SURVEYING
NAME	MORRIS SURVEYING ENGINEERING, LLC
ADDRESS	4 CALLE MEDICO STE A, SANTA FE, NM 87505
TELEPHONE#	505-438-9100
LICENSE #	NM # 14510 P.E.
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

0	
TRADE	TRAFFIC SIGNALS, ROADWAY LIGHTING, ELECTRICAL
NAME	MWI, INC.
ADDRESS	2920 BROADWAY BLVD. SE, ALBUQUERQUE, NM 87102
TELEPHONE#	505-500-0144
LICENSE #	NM# 352755
NM DEPT. OF LABOR REGISTRATION	02026120119 10
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	PAVING & MILLING
NAME	EMC OF SANTA FE, LLC
ADDRESS	3010 OLIVER ROAD, SANTA FE, NM 87507
TELEPHONE#	505-474-3434
LICENSE #	NM# 374873
NM DEPT. OF LABOR REGISTRATION	00219872011 0315
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
0	
TRADE	PAVING & MILLING
NAME	R.J. LEEDER CO
ADDRESS	P.O.BOX 15144, SANTA FE, NM 87592
TELEPHONE#	505-473-1360
LICENSE #	NM# 03147
NM DEPT. OF LABOR REGISTRATION	01120200512 10
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

Non-Collusion Affidavit of Prime Bidder

STATE OF) NM
) ss.
COUNTY OF) Santa Fe

Donald R. Garcia, being first duly sworn, deposes and says that:

1) He is the Owner of DR & Associates, LLC, the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder 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 the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affront.

By: Donald R. Garcia

Title: Owner

Subscribed and sworn to before me this 13 day of March, 2023.

Sylvia M. Werber
Notary Public

My Commission expires: 07-16-2025

SYLVIA M. WERBER
Notary Public - State of New Mexico
Commission # 1101902
My Comm. Expires Jul 16, 2025

Certification of Non Segregated Facilities

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: Owner

Subscribed and sworn to before me this 13 day of March, 2023.

_____
Notary Public

My Commission expires: 07-16-2025

SYLVIA M. WERBER
Notary Public - State of New Mexico
Commission # 1101902
My Comm. Expires Jul 16, 2025

Non-debarment Certification

BIDDER JDR & Associates, LLC - Donald R. Garcia
ADDRESS 274 Dinosaur Trail, Santa Fe, NM 87508

The Federal Highway Administration suspends or debars contractors to protect taxpayer dollars and the City of Santa Fe ("City") is required to Award Contracts to responsible Bidders, the submission of the Bid is the Bidder's certification that neither it nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any federal department or agency. The Bidder further agrees that if it is the lowest Responsible Bidder and awarded the Contract then it shall comply with the following:

1. The Contractor shall verify through the SAM.gov website at https://sam.gov/content/home that its Subcontractor(s), at any tier(s), is not presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project. The result of this verification shall be provided in the New Mexico Department of Transportation's permission to subcontract request form number A-1086 and A-1087; and

2. If circumstances change to render this certification inaccurate, then the contractor shall provide the changed circumstances immediately in writing to the Construction/Project Manager. If the Contractor knowingly makes a false certification, the City may take any available actions under the Contract.

I acknowledge.

PRINT NAME, SIGN and DATE
Donald R. Garcia 3/13/2023

Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Donald R Garcia, JDR & Associates, LLC

Address: 214 Dinosaur Trail
Santa Fe, NM 87508

1. Bidder has participated in a previous Contract or subcontract subject to the Equal Opportunity Clause.

   ✓ Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

   ✓ Yes _____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Donald R. Garcia, Owner
Name and Title of Signer (please type)

Donald R. Garcia
Signature

3/13/2023
Date

The following will be required at time of task order.

NMDWS Wage Decision, Public Works Project Requirements & Minimum Wage Rates Schedule(s)

WAGE RATES

This project will be subject to the Minimum Wage Rates as determined by the New Mexico State Labor & Industrial Commission pursuant to Chapter 13, Section 13-14-11, NMSA 1978; unless a project will be put under Work Order for a value of $59,999.99 or less. The Wage Rates will follow the current [Enter type of decision] schedule.

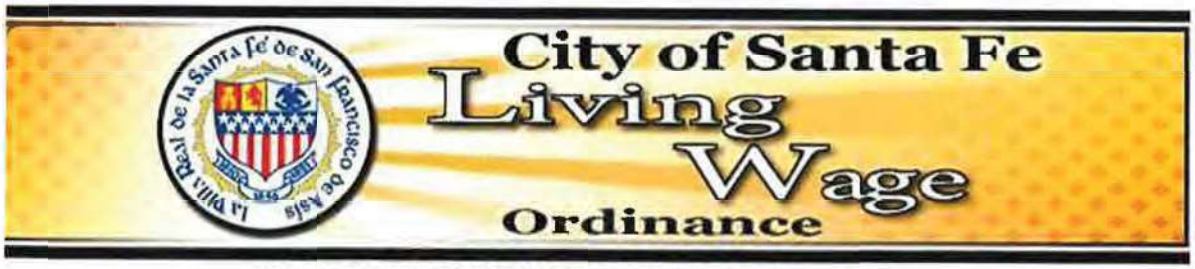
The Wage Rate Decision [insert decision #] has been issued for this project.

A copy the **[Enter Decision Title]** decision is attached on the next page.

This project is subject to the City of Santa Fe Minimum Wage Rate Ordinance Compliance: under Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 as well as any subsequent changes to the ordinance throughout the term of this contract.

(New Mexico State Labor & Industrial Commission Wage Rate Decision **WGD** & the current City of Santa Fe Minimum Wage Ordinance Following This Sheet)

City Living Wage Ordinance



PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2022 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.95 PER HOUR

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Who is Required to Pay the Living Wage?

- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

More Information, including the Living Wage Ordinance, is available at www.santafenm.gov/living_wage_information

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **JDR & ASSOCIATES LLC**

PERMANENT LICENSE #403900

Located at: **274 DINOSAUR TRL, SANTA FE, NM 87508**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA98, GB98

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

05/13/2022

Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

JDR & Associates, LLC

Owner

274 DINOSAUR TRL

SANTA FE, NM, 87508-1398

has registered with the Department of Workforce Solutions

Registration Date: 8/17/2022 **Registration Number: 28612886492022**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

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
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

City of Santa Fe
Official Notice of Award

April 26, 2023

Mr. Donald R. Garcia
Owner
JDR & Associates, LLC.
274 Dinosaur Trail
Santa Fe, NM 87508

Re. Bid #23/48/B

Dear Mr. Garcia,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Construction Contract Between the City of Santa Fe (City) and JDR & Associates, LLC. to provide on-call roadways and trails construction services. Once fully executed by the City of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail.

As stated in your pending Agreement, the City will pay in full for services satisfactorily performed as per Task Order. When a Task Order is issued, you will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to you under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. A Notice to Proceed will be issued as per Task Order. If the Task Order will amount to one hundred twenty-five thousand dollars ($125,000) or more, the City will require Construction Contract Performance and Payment Bonds from you prior to the issuance of a Purchase Order.

Thank you, and we look forward working with you.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP, CPM
Public Works Capital Projects Manager
Complete Streets Division

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12"	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

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143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

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200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12"	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24"	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4" Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5" caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing's Calculations	$65,540.00	$36,915.00 *Purchasing's Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder's Calculations	**$65,540.00**	**$46,590.00** *Bidder's Calculations	**$38,125.00**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL *Purchasing's Calculations			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

City of Santa Fe, New Mexico
Memorandum

DATE: April 14, 2023

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Apr 24, 2023 12:38 MDT)
Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, CPO, CPM, Capital Projects Manager RGM

ACTION:
Request for the Approval of a Construction Contract with JDR & Associates, LLC., in the Total Amount of $10M Excluding NMGRT (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623).

BACKGROUND AND SUMMARY:
To establish a City-wide Price Agreement for on-call roadways and trails construction services, the City Procurement Office issued ITB #23/48/B on February 10, 2023. Scope of Work consists of, but is not limited to: pavement rehabilitation, roadway and trail construction, and related infrastructure such as storm water drainage, bicycle lanes, sidewalks, medians, striping, and other roadway safety features.

At the bid opening on March 14, 2023, four (4) contractors qualified for contract award including EMCO of Santa Fe, LLC., GM Emulsion, LLC., GME General Building, LLC., and JDR & Associates, LLC. See attached Bid Tab. Each of these contractors will be awarded a 2-year contract with a not to exceed amount of $10M. The term of this contract can be extended for another 2 years for a total of 4 years. This contract packet is for JDR & Associates, LLC. Others will be in a separate packet.

This contract will, as the previous contract did, support efficient deployment of funds for pavement rehabilitation as well as roadway and trails construction projects (Table 1). It provides capacity for work on already funded capital projects as well as pavement rehabilitation and emergency projects like West Alameda Culvert Replacement and the Guadalupe sinkhole repair project. Execution of these Agreements does not constitute a promise to purchase any amount of said work.

Table 1: Roadway and Trails Projects Likely to Use On-Call Construction Services

PROJECT NAME/TERMINI	EST. CONSTRUCTION START				CONSTRUCTION COST ESTIMATE
	2023	2024	2025	2026	
Acequia Trail Extension (Rufina/San Felipe)					$3.5M
Agua Fria – Cottonwood Intersection Improvements					$3.5M
Agua Fria – South Meadows Intersection Improvements					$2.5M
Arroyo de los Chamisos Crossing					$25.0M
Bishop's Lodge Road Reconstruction					$30.0M
El Camino Real Academy Trail					$1.0M
Harrison Road Sidewalk & Lighting Project					$0.5M
Henry Lynch Road Reconstruction (Rufina/Agua Fria)					$6.0M
Paseo del Sol Extension					$15.0M
St. Michael's Drive-Rail Trail Underpass					$10.0M
Tierra Contenta Trail Extension (Buffalo Grass/S. Meadows)					$2.5M
Total					**$99.5M**

PROCUREMENT METHOD:
The procurement method is via Bid#23/48/B.

CONTRACT NUMBER:
The FY23 Munis contract number is 3204006.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Various
Munis Org Name/Number: Streets/3309980; Parks/3559980
Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:
Construction Contracts
Bid Tab
COI
Santa Fe Business Registration
Procurement Checklist
Summary of Contracts

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3204006**

Contractor: **JDR & Associates, LLC.**

Description: **On-call construction contract not to exceed a total amount of $10,000,000 excluding NMGRT via ITB 23/48/B**

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

Term Start Date: **TBD** Term End Date: **05/30/2025**

[☑] Approved by Council Date: **TBD**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Purchasing Officer Review: Apr 28, 2023 Date:

Comment & Exceptions: Awarding multiple vendors via ITB

4. **Funding Source:** **various** **Org / Object:** **various org/572970**

Andy Hopkins
Andy Hopkins (Apr 28, 2023 10:20 MDT)

Budget Officer Approval: Apr 28, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **505-955-6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: JDR & Associates, LLC.

Procurement Title: On-Call Construction Contract

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Capital Projects Manager	04/13/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 28, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: JDR & ASSOCIATES, LLC
DBA: JDR & ASSOCIATES, LLC

Business Location: 274 DINOSAUR TRL
SANTA FE, NM 87508

CRS Number: 03541213005

Owner: DONALD GARCIA JEFF SANCHEZ

License Number: 230633

License Type: Business License - Renewable

Issued Date: July 06, 2022

Classification: Out of Jurisdiction Contractor - General

Expiration Date: July 06, 2023

Fees Paid: $10.00

JDR & ASSOCIATES, LLC
274 DINOSAUR TRL
SANTA FE, NM 87508

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2023

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 Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces NM 88011	**CONTACT NAME:** Angela Tolliver **PHONE (A/C, No, Ext):** 575-524-2222 x4 **FAX (A/C, No):** **E-MAIL ADDRESS:** atolliver@burke-insurance.com
INSURED JDR&ASS-01 JDR & Associates, LLC 274 Dinosaur Trail Santa Fe NM 87508	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Westfield National Insurance C — 24120 **INSURER B :** Builders Trust of NM — 52519 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 463616891 **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	CWP127261H	1/1/2023	1/1/2024	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 $ 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	Y	Y	CWP127261H	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired and Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			CWP127261H	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	**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	Y	WC100-0006533-2023A	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

Project: Any and All Jobs

See Attached...

CERTIFICATE HOLDER

Capital Projects Manager & BPAC Staff Liaison
Public Works – Complete Streets
500 Market St., Suite 200
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: JDR&ASS-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Burke Insurance Group, LLC		JDR & Associates, LLC 274 Dinosaur Trail Santa Fe NM 87508
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

Capital Projects Manager & BPAC Staff Liaison Public Works – Complete Streets and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. Capital Projects Manager & BPAC Staff Liaison Public Works – Complete Streets and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor of Capital Projects Manager & BPAC Staff Liaison Public Works – Complete Streets and Owner as to the general liability, auto, umbrella and workers compensation policies per written contract. The general liability, auto and umbrella policies are primary and non-contributory.

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GB PWD JDR & Associates LLC - On-Call Construction Contract

Final Audit Report 2023-04-20

Created:	2023-04-20
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJMWJslAacbp3oh7Dcv2slNMwkOlJWyxz

"GB PWD JDR & Associates LLC - On-Call Construction Contract" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-20 - 6:03:19 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-20 - 6:04:44 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-20 - 6:07:04 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-20 - 6:07:19 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-20 - 6:07:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-20 - 6:07:21 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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GB PWD JDR & Associates LLC - On-Call Construction Contract (deptsigned)1

Final Audit Report 2023-04-24

Created:	2023-04-21
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACsqlW06g4Q7TolFfwg6ikshpo69PStx4

"GB PWD JDR & Associates LLC - On-Call Construction Contract (deptsigned)1" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2023-04-21 - 6:01:54 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2023-04-21 - 6:02:53 PM GMT

Email viewed by rawheeler@santafenm.gov
2023-04-24 - 6:38:08 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-04-24 - 6:38:36 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-04-24 - 6:38:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-04-24 - 6:38:38 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

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GB Packet_Construction ITB 23-48-B Amend 2_JDR

Final Audit Report 2026-02-13

Created:	2026-02-13
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYTxISgiMyof0GLTgcGZdadBpnsCiE6b0

"GB Packet_Construction ITB 23-48-B Amend 2_JDR" History

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Document digitally presigned by Adobe Acrobat Sign (acrobat-sign-certified@adobe.com)
2025-06-24 - 3:40:48 PM GMT- IP address: 63.232.20.2

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-02-13 - 4:20:13 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2026-02-13 - 4:22:26 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2026-02-13 - 4:24:20 PM GMT- IP address: 174.218.16.18

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2026-02-13 - 4:25:09 PM GMT - Time Source: server- IP address: 174.218.16.18

Agreement completed.
2026-02-13 - 4:25:09 PM GMT

Powered by Adobe Acrobat Sign

GB_-6000-Packet_Construction_ITB_23-48-B_Amend_2_JDR

Final Audit Report 2026-02-16

Created:	2026-02-13
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2tVKSK9aVwOa6YY_GxP7i9gZIZ-UZ8FW

"GB_-6000-Packet_Construction_ITB_23-48-B_Amend_2_JDR" History

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Document digitally presigned by Adobe Acrobat Sign (acrobat-sign-certified@adobe.com)
2025-06-24 - 3:40:48 PM GMT- IP address: 63.232.20.2

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-02-13 - 6:04:34 PM GMT- IP address: 63.232.20.2

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2026-02-13 - 6:08:11 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-02-13 - 7:16:29 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-02-13 - 7:17:25 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
2026-02-13 - 7:17:30 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-02-13 - 8:28:16 PM GMT- IP address: 63.232.20.2

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-02-13 - 9:17:22 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-02-16 - 4:25:48 PM GMT- IP address: 73.228.7.52

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2026-02-16 - 4:29:34 PM GMT - Time Source: server- IP address: 73.228.7.52

Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign
2026-02-16 - 4:29:40 PM GMT

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-02-16 - 5:53:47 PM GMT- IP address: 174.205.101.208

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-02-16 - 8:56:42 PM GMT- IP address: 63.232.20.2

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2026-02-16 - 8:57:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-02-16 - 8:57:34 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: February 17, 2026

To: Governing Body and Public Works & Utilities Committee

From: Sean Moody, Capital Projects Manager

Via: Sam Burnett, Interim Director, Public Works Timothy Farrell

Heather Lamboy, Planning and Land Use Division Director

Jesse Roach, Public Utilities Department Director Jesse Roach (Feb 17, 2026 16:45:03 MST)

Subject: Amendment No. 1 of a Professional Service Contract with FCS

Vendor Name: Financial Consulting Solutions Group

Munis Vendor Number: 7771

ITEM AND ISSUE:

Request for Approval of Amendment No.1 to a Professional Services Contract with FCS Group for On-Call Services to Complete an Update to the Impact Fee Capital Improvements Plan in the Total Amount of $81,075.71 including NMGRT.

CONTRACT NUMBER:

The FY26 Munis contract is 3260174

BACKGROUND AND SUMMARY:

To amend an existing contract for financial management services for an on-call work order to evaluate impact fees and land use growth assumptions, and to update the city's adopted five-year capital improvement plan as required by the Development Fees Act (5-8-1 through 5-8-42 NMSA 1978).

Research for the plan update was conducted by the vendor under a previous contract which has now expired. Under the vendor's current contract, this proposed amendment and work order will allow the plan to be completed and presented to the Capital Improvements Advisory Committee, standing committees, and the public for comments. Final action by the Governing Body will be in the form of a resolution.

This amendment increases the contract amount by $81,075.71 including NMGRT. Original funding source for this expenditure is impact fee revenue, as expressly allowed under the Development Fees Act.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: PW Admin / 1006001

Munis Object Name/Number: Professional Contracts / 510300

Budget Officer / Designee: Andy Hopkins **Date:** 02/18/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD: Contract Amendment

The procurement method used was NMSA 1978, Section 13-1-111, RFP#25156

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 02/18/2026

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: PWD2536558

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

Comment/Exceptions: Anticipated length of project is 6 months

Approval: Jesse Roach Jesse Roach (Feb 17, 2026 16:45:03 MST) **Title:** Public Utilities Dept Director **Date:** _____

Department Contract Administrator Contact Info: Amanda Britt/apbritt@santafenm.gov/x4355

ATTACHMENTS:
Amendment #1
Work Order No. 1
Original Contract #3260174 (City Clerk Item #25-0480)
Vendor proposal 1/14/2026
Certificate of Insurance

Item#: _____
Original Item #: 25-0480
Munis Contract #: 3260174
Original RFP #: 25156

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
ITEM #25-0480

AMENDMENT NO. 1

This AMENDMENT No. 1 ("Amendment") amends CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT dated October 9, 2025 ("Contract"), between the City of Santa Fe ("City") and FINANCIAL CONSULTING SERVICES GROUP, INC. ("Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

WHEREAS, the Contractor has agreed to provide services described in Article 1 of the Contract, which include on-call contract work including impact fee evaluation, growth assumptions and capital improvement plan update to be initiated and completed through the issuance of a work order; and

WHEREAS, the City has identified the need to issue a work order for impact fee evaluation, growth assumptions and capital improvement plan update which would increase the total compensation of the Contract.

WHEREAS, 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 3, of the Contract is amended to increase the amount of compensation by a total of $81,075.71 so that Article 3 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed One Million Two Hundred Sixteen Thousand Eight Hundred Fifty-Eight Dollars ($1,216,858),

excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $99,630.25 shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Three Hundred Sixteen Thousand Four Hundred Eighty-Eight Dollars and Twenty-Five Cents ($1,316,488.25).

B. Payment. The total compensation under this Agreement shall not exceed $1,216,858.00 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."

2. CONTRACT IN FULL FORCE

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

[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:

MICHAEL GARCIA, MAYOR

CONTRACTOR:
FINANCIAL CONSULTING SOLUTIONS GROUP INC.

JOHN GHILARDUCCI
PRESIDENT/PRINCIPAL

DATE: Jan 15, 2026

NMBTIN: _____

ATTEST:

CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2026 20:25:31 MST)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

FINANCE DIRECTOR

CITY OF SANTA FE

WORK ORDER AUTHORIZATION

PROJECT ID	PAGE	OF
PWD2536558	1	1

CONTRACT NUMBER		CONTRACT DATE	WORK ORDER NUMBER	ISSUED ON:
Munis #3260174	Item #25-0480	10/9/2025		

CITY CONTACT INFORMATION:

NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Sean Moody	(505) 955-6931	sxmoody@santafenm.gov

ISSUED BY:	ADMINISTERED BY:	CONTRACTOR:
WATER DIVISION DIRECTOR CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-0909	SEAN MOODY CAPITAL PROJECTS MANAGER PUBLIC WORKS DEPARTMENT 737 AGUA FRIA STREET SANTA FE, NM 87501	FCS GROUP 7525 166TH AVE. NE SUITE D-215 REDMOND, WA 98052

ITEM NO	SCHEDULE OF SERVICES	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Impact Fee CIP Plan Update	1.00	EACH	74,940.00	74,940.00
	Complete update to capital improvements plan and calculate impact fee sufficient for the city to satisfy requirements under 5-8-6 A. NMSA 1978 and 5-8-23 NMSA 1978.				
	NMGRT @ 8.1875%	1.00	EACH	6,135.71	6,135.71

TOTAL AMOUNT: 81,075.71

WORK ORDER INCORPORATES BY REFERENCE CONTRACT AMENDMENT NOS. 1 - -

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL TO ISSUNG OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

AUTHORIZED SIGNATURE OF CONTRACTOR/OFFEROR		CITY OF SANTA FE	
NAME AND TITLE	DATE	NAME AND TITLE	DATE
JOHN GHILARDUCCI		JESSE ROACH	
PRINCIPAL		PUBLIC UTILITIES DEPARTMENT DIRECTOR	

Item #: _____
Munis Contract #: TBD_____
RFP#: ___25156_____

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 **Financial Consulting Group (FCS)** 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 work will consist of providing financial management services to evaluate the existing Finance Plan and existing Rate Structures and on-call contract work. Examples of on-call contract work consist of but are not limited to:

- Annual Financial Plan update
- Utility Expansion Charge evaluation
- Impact Fee evaluation, growth assumptions and capital improvement plan update
- Utility Cost-of-Service studies
- Low Income Credit evaluations
- Financial Impact of proposed City Council Legislation, etc.

On-call contract work will be initiated and completed through the issuance of a work order. The Financial Management services will require use of generally accepted utility ratemaking methodologies as described by the American Waterworks Association and/or applicable New Mexico and Federal Law.

DESCRIPTION OF END DELIVERABLES

- Financial models

- Each year the financial models are available for delivery. There is a separate model, to be updated each year, for each utility: water, wastewater, and environmental services. If stormwater is added to the scope, this model would also be updated and available annually.
- Powerpoint presentations for Council
- As needed or on an annual basis, as determined by City staff, a presentation summarizing any rate or fee adjustments will be prepared when requested.
- Written report summarizing the Cost-of-service results, one utility per year
- Rate recommendations annually for all three utilities, as needed (across-the-board or based on cost-of-service adjustments)

Documentation & Reporting

Documentation for our work is provided in the mode necessary to meet the City's needs. The documentation deliverables vary based on the City's requirements and may range from high-level summary – typically in PowerPoint format to comprehensive, detailed reports depending on the City's requirements at the time. In addition to any written documentation we provide, the City will always have access to our working models, presentations, memos and other reports, or any other deliverable through our file sharing site. Within our projected project plan, we are assuming a written report of the cost of service results within that year.

RISK REPORT

Monthly invoices will include bullets detailing progress and deliverables during each bill period. Invoices are delivered in the first week of the month.

The budget for the proposed approach is $741,208 across the four years, before any value adds (see below) or the application of GRT. Cost per year varies with expected billing rate adjustments and level of effort depending on which utility is selected for the cost-of-service in a given year. The projected annual cost, subject to the above changes is:

- FY25-26: $170,350 includes Water, wastewater, ESD financial plans and wastewater cost-of-service
- FY26-27: $201,002 includes Water, wastewater, ESD financial plans and ESD cost-of-service
- FY27-28: $182,756 includes Water, wastewater, ESD financial plans and water cost-of-service
- FY28-29: $187,100 includes Water, wastewater, ESD financial plans and wastewater cost-of-service

Value Added Options	Cost	Impact
Stormwater Rate Study	15% $40,000 in year 1 to build new model, $20,000 per year after (before inflationary rate adjustments). Total estimated 4-year cost of $104,000.	Would add annual stormwater financial plans and rotating cost of service. Increase annual budget by 15%. No time delay as it would be concurrent.
Rate Structure Alternatives and Policy Analysis	10% $17,000 per year This is as needed, if determined to be needed each year it would add approximately $71,000 to total project cost.	Option to add rate restructuring as needed would increase annual cost by 10% per utility.
Utility Expansion Fees	8% $15,000 per analysis Not recommended every year, estimated at 2 updates each for water and sewer (alternating years). A total project cost of approximately $63,000.	Would add 8% to the annual budget for each utility fee update with no time delays.

Public Engagement Meetings	10-20% $17,000 to $34,000as needed on an on-call basis.	Depending on the level of engagement, it could increase budget by 10-20% and might delay rate implementation timeline.
Affordability Evaluation	3% $5,000 per year $21,000 for total project if requested each year.	3% increase to annual budget

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to the Rate Study Analysis 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 a sum not to exceed one million one hundred and forty one thousand, nine hundred eighteen dollars cents ($1,141,918.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($93,494.54) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,235,412.54).**

B. Payment. The total compensation under this Agreement shall not exceed 1,141,918.00 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). 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 upon payment for services rendered and shall be delivered to the City no later than the termination date of this Contract. Upon payment for services rendered to the Contractor, 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 except Contractor retains copyright in its standard systems, sections, details, specifications, models, data, other information and intellectual property prepared or owned prior to and not specific to this Contract ("Contractor's Proprietary Material). Contractor grants the City a license to use Contractor's Proprietary Material but only for the uses described in this Contract.

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. This Agreement is intended for the sole use and benefit of the Parties and is not intended to create any third-party rights, benefits, or causes of action or for any other use.

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 Public Utilities Rate Evaluation & Financial Services and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

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

B. **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. 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:
Jesse Roach
Interim Public Utility Dept Director
801 W San Mateo
Santa Fe, NM 87505
jdroach@santafenm.gov

To the Contractor:
John Ghilarducci,
President / Principal
FCS, a Bowman company
323 3rd Ave Ste 100, Longmont CO 80501
John.Ghilarducci@bowman.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 (Oct 9, 2025 11:50:40 MDT)

ALAN WEBBER, MAYOR

CONTRACTOR:
FINANCIAL CONSULTING GROUP

JOHN GHILARDUCCI, PRESIDENT / PRINCIPAL

DATE: Sep 2, 2025

CRS #: 03-382086-00-4

City of SF Business License #: 00145590

ATTEST:

ANDREA SALAZAR (Oct 9, 2025 14:02:14 MDT)

ANDREA SALAZAR, CITY CLERK
GB MTG 10/08/25

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 2, 2025 13:08:52 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

January 14, 2026

City of Santa Fe

Impact Fee Project Completion

TASK PLAN

Task 1 | Refinement of Technical Analysis

Task 1 is the refinement of the technical analysis that was reviewed with City staff on September 22, 2025. Based on data and feedback provided by the City, FCS will provide two additional iterations of the impact fee calculations. Each iteration will be accompanied by a remote meeting to review new results with City staff.

Deliverables

- Analysis spreadsheets (2 iterations)

Task 2 | Impact Fee Capital Improvement Plan

FCS will draft the Impact Fee Capital Improvement Plan (IFCIP) and will document all findings and recommendations related to the calculation of the impact fees. The City will have an opportunity to review the draft IFCIP and suggest refinements. FCS will then deliver a final IFCIP.

FCS will also review documents drafted by the City as part of the adoption process. Such documents could include staff reports, ordinances, and resolutions. FCS will provide a redline version of each document with our feedback.

Deliverables

- IFCIP (Draft and Final)
- Redline version of reviewed City documents

Task 3 | Meetings and Public Process

During the study process, it will be important to interact frequently with staff throughout the project to ensure that the findings and recommendations reflect approaches that are understood by impacted parties and can be implemented within the City's administrative practices. The following meetings and public process presentations are proposed.

- Regular engagement with the project team during the project will be important to ensure that work products reflect the needs of the City. FCS will work with the City to plan up to twenty (20) bi-weekly project management team status meetings. All project review meetings will be conducted via remote session.

- FCS will work with the City to determine which committee meetings require an onsite presence. We will assume the updates for committees such as CIP or QLC will be conducted remotely. FCS assumes up to six (6) public meetings.
- Up to three (3) onsite workshops with the City Council to present the study results and incorporate feedback. This scope item can be used for onsite presentations to any audience of the City's choice.

We are happy to provide additional meetings as requested. The additional meetings will be billed on time and materials.

Deliverables

- PowerPoint slides for each presentation given during a public meeting

Task 4 | Project Administration

This task includes general project accounting, contract management, and monthly invoicing. This task is expected to recur over the duration of the study.

Deliverables

- Monthly invoices with progress reports

BUDGET

We propose to complete these tasks for a cost that will not exceed $74,940 plus New Mexico Gross Receipts Tax. Below is a detailed budget by task and team member:

Task Detail	Meetings On Site	Meetings Remote	Ghilarducci Principal	Wood PM	Sr. Analyst	Admin Support	Total Hours	Expense Budget	Budget Estimate
Task 1: Refinement of Technical Analysis									
1.1 First revision of analysis			1	8	4		13		$2,950
1.2 Review meeting with City staff		1	2	2	2		6		$1,500
1.3 Second revision of analysis			1	8	4		13		$2,950
1.4 Review meeting with City staff		1	2	2	2		6		$1,500
Task 1 Subtotal	0	2	6	20	12	0	38	$0	$8,900
Task 2: Impact Fee Capital Improvement Plan									
2.1 Draft document			1	8	4		13		$2,950
2.2 Review meeting with City staff		1	2	4	4		10		$2,340
2.3 Final document			2	2	2		6		$1,500
2.4 Review of City-prepared documents			2	8	2		12		$2,910
Task 2 Subtotal	0	1	7	22	12	0	41	$0	$9,700
Task 3: Meetings and Public Process									
3.1 Project status meetings		20	12	20			32		$8,660
3.2 Presentations at public meetings (remote)		6	18	48	16		82		$20,180
3.3 City Council workshops (on site)	3		24	36	12		72	$7,500	$18,600
Task 3 Subtotal	3	26	54	104	28	0	186	$7,500	$47,440
Task 4: Project Administration									
4.1 Project administration				4		4	8		$1,400
Task 4 Subtotal	0	0	0	4	0	4	8	$0	$1,400
Labor Total			$22,110	$35,250	$9,620	$460			$67,440
Expenses									$7,500
Budget Estimate									**$74,940**
Cost Summary									
Total Hours			67	150	52	4	273		
Billing Rate			$330	$235	$185	$115			

Our normal billing practice is to bill based on time and materials expended, not to exceed the total budget. We would be more than happy to negotiate the appropriate level of effort for this project if we scaled our approach out of line with the City's needs and/or expectations.

7525 166th Ave NE, Ste D-215, Redmond, WA 98052
P: 425.867.1802
fcsgroup.com | bowman.com

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
Foundation Risk Partners, Corp.
P.O. Box 219
Timonium MD 21094

CONTACT NAME: Certificates Team
PHONE (A/C, No, Ext): 410-832-7600 **FAX (A/C, No):** (410) 832-1849
E-MAIL ADDRESS: certsprorisk@foundationrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
INSURER E : Beazley Insurance Company, Inc.	37540
INSURER F :	

INSURED BOWMCON-03
FCS, A Bowman Company
FCS Group; Bowman Consulting Group, LTD
12355 Sunrise Valley Drive, Suite 520
Reston VA 20191

COVERAGES **CERTIFICATE NUMBER:** 1003797556 **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			P-630-A3238719-COF-25	8/31/2025	8/31/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			810-5880B353	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP6J395074	8/31/2025	8/31/2026	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB6J317115	8/31/2025	8/31/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Primary Professional & Poll Liab			47-EPP-330666-03	8/31/2025	8/31/2026	Each Claim/Aggregate	$5M/$5M
E	Excess Professional & Poll Liab			V3349C250401	8/31/2025	8/31/2026	Excess Each Claim/Agg	$5M/$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by an insured written contract, executed prior to any loss, The City of Santa Fe, their officials, officers, employees, and agents are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER

The City of Santa Fe
801 W. San Mateo
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
Chuck H. Fyhrlund

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CITY OF SANTA FE

The Purchasing Memo

Date: February 13, 2026

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

From: Mario Risso, Assistant Fire Chief

MARIO RISSO

Via: Scott Ouderkirk, Interim Fire Chief

SCOTT OUDERKIRK

Subject: Service Contract for Consultation on Ambulance Supplemental Payment Program

Vendor Name: Public Consulting Group, LLC

Munis Vendor Number: 8719

ITEM AND ISSUE:

Fire Department respectfully requests your review and approval of a service contract in the total amount of $1,800,000– not to exceed and excluding tax for consultation for a term of four (4) years with Public Consulting Group, LLC (PCG).

CONTRACT NUMBER:

The FY27 Munis contract number is 3260359.

BACKGROUND AND SUMMARY:

The Fire Department serves a large number of Medicaid beneficiaries, but as is typical for ambulance services, revenue from billing Medicaid falls far short of covering our costs. The State approved Ambulance Supplemental Payment Program (ASPP) enables Fire Department to have access to additional federal Medicaid funds to recover a substantial portion of the uncovered cost. The ASPP is a state directed payment that assists in promoting the continued delivery of high-quality Emergency Medical Services (EMS) to Medicaid patients. ASPP emergency ground ambulance services (EGAS) providers are paid a quarterly supplemental payment tied to actual utilization.

The existing MOA #26-630-8000-0004, Item #26-0026 between Fire Department and Health Care Authority (HCA) facilitates an Inter-Governmental Transfer (IGT) of funds for the purpose of Fire Department's participation in ASPP. The City pays an IGT to HCA. HCA applies the funds as a grant share to draw down supplemental payment from Medicaid.

We request approval of the attached professional services contract with Public Consulting Group, LLC to develop, implement and support Fire Department's participation in Medicaid ASPP. Compensation to PCG includes a contingency fee of 14% of revenue received by the City under the ASPP during the term of the agreement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Emergency Services Admin/1000021

Munis Object Name/Number: Miscellaneous Expenses/564000

Budget Officer / Designee: Andy Hopkins **Date:** 02/19/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The procurement vehicle is based on an existing contract with Sandoval County. Contract number 2024018025 expires on June 30, 2028.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 02/20/2026

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions:

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: Statewide Price Agreement (Sandoval County Contract #2024018025)
Certificate of Liability Insurance (COI)
Professional Services Contract
BAR

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: Public Consulting Group determination

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Fri 10/10/2025 12:14 PM
To JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Greetings,
This determination classifies the scope of work as *Professional Services*. It pertains solely to this classification and does not assess whether the scope of work or procurement method complies with all applicable legal standards. I reserve the right to revise this determination should there be any changes to the scope of work from what was originally submitted. The procurement process must adhere to the policies and procedures outlined by the City of Santa Fe, Central Purchasing, the Procurement Manual, and all relevant 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.
    - 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.
- 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 13-1-117.1, 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 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 find 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 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: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Friday, October 10, 2025 11:44 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Subject: Public Consulting Group determination

Hi Travis,

May I have your determination on a renewal contract with PCG?
They are the consultants that work with us on the Ambulance Supplemental Payment Program.
Attached is Sandoval County's contract, their RFP, and letter of extension from PCG. Hoping to do this on an existing contract.

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

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

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

DEPARTMENT / DIVISION NAME	DATE
	2/18/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Miscellaneous Expenses	1000021	564000		450,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 450,000	$ -

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

Appropriate funding from existing General Fund cash balances to pay Public Consulting Group, four-year term PSC. CofSF also pays a 14% contingency fee

{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 — 2/18/2026
Prepared By *{print name}* — Date

MARIO RISSO (Feb 18, 2026 16:01:56 MST)
Division Director Signature *{optional}* — Date

SCOTT OUDERKIRK (Feb 18, 2026 16:29:47 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 — 02/19/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Ambulance Supplemental Payment Program Consultant

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and PUBLIC CONSULTING GROUP 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 Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-129, Procurement Under Existing Contracts; and NMSA 1978, Section 13-1-135, Cooperative Procurement Authorized; and

WHEREAS, the Contractor is one of such requisite qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City for **4** calendar year cost reporting cycles, defined as **CY25** (January 1, 2025 – December 31, 2025), **CY26** (January 1, 2026 – December 31, 2026), **CY27** (January 1, 2027 – December 31, 2027), **and CY28** (January 1, 2028 – December 31, 2028).

A. The City provides countywide ambulance and medical services some of which will qualify for the Ground Emergency Medical Transportation ("GEMT") Program for Medicaid. The City must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and as such, the Contractor shall comply.

B. The City provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for the City to participate in the Emergency Ground Ambulance Service (“EGAS”).

C. The Contractor will support New Mexico Emergency Medical Services (“EMS”) providers to design and implement the EGAS. New Mexico's EGAS provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

D. The Contractor shall design and develop a Medicaid EGAS, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.

E. The Contractor will provide all documentation needed by the New Mexico Human Services Department (“HSD”) to facilitate the establishment of the EGAS.

F. The Contractor will support the City and the HSD to obtain approval of the EGAS, including preparing responses to requests for additional information or briefing other constituents and stakeholders.

G. The Contractor shall have the knowledge, skills, and ability to fully complete the required cost reports to HSD within the time frame prescribed by HSD.

H. The Contractor shall have knowledge of the applicable data and cost reporting principles specified in New Mexico and federal statutes.

I. The Contractor will conduct stakeholder meetings to educate the City on the existing Medicaid Supplemental Payment opportunity.

J. The Contractor will a draft program plan and a supplemental payment strategy to best align with the needs of New Mexico providers.

K. The Contractor will work with the City and other stakeholder providers (Sandoval County, Santa Fe County, and City of Albuquerque) to engage the state of New Mexico.

L. The Contractor will develop Centers for Medicare and Medicaid Services (“CMS”) and Certified Public Expenditure (“CPE”) approval documents, including a state plan amendment, a cost reporting template, a program manual, and a public notice of intent.

M. The Contractor will develop CMS Intergovernmental Transfer (“IGT”) program approval documents, including a preprint form, a program model, and a payment process.

N. The Contractor will facilitate ongoing discussions with the state of New Mexico through program design, and an approval and implementation process.

O. The Contractor will assist the City in negotiations with CMS through the EGAS program approval process.

P. The Contractor will assist the City in negotiations with Managed Care Organizations ("MCO") through IGT agreement development.

Q. The Contractor shall have knowledge and experience in the completion of all Schedules as required by the Program.

R. The Contractor will provide the City and other stakeholder providers with EGAS participation training, as well as online system development and Ambulance Cost Reporting Portal ("ACRP") training.

S. The City will provide the Contractor with all of the required data needed to complete the Schedules; however, the Contractor is responsible for accurate completion of the Schedules.

T. The Contractor shall be able to accept from the City, in electronic submission form, all information via a secure connection in accordance with HIPAA.

U. If the completed cost report is rejected by HSD, the Contractor shall work with the City to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

V. The Contractor shall keep the City informed of all updates relating to the EGAS program and estimate the impact of future changes in Medicaid reimbursement.

W. The Contractor shall support the City in establishing the legal and operational ground to participate in the EGAS program.

X. The Contractor shall draft supporting documentation and flow processes for presentation to the City and assist with messaging and review presentations for governmental relationship staff as needed.

Y. The Contractor shall monitor claims and cash flows of EGAS program to ensure the City receives appropriate benefit from the program and has met documentation needs.

Z. If, as a result of an audit by any governmental or regulatory agency, including but not limited to HSD, a refund is required by the City. The Contractor agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

Managed Care Organization ("MCO") Support Services (If Applicable):

In the event of Medicaid Managed Care implementation, the Contractor will provide the listed services below:

I. The Contractor will work with HSD to establish the MCO supplemental reimbursement program and payment methodology.
II. The Contractor shall review annually the rebased MCO payment calculation and offer feedback to HSD.
III. The Contractor shall keep the City informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.
IV. The Contractor shall support the City in establishing the legal and operational ground to participate in the Managed Care program.
V. The Contractor shall draft supporting documentation and flow processes for presentation to the City and assist with messaging and review presentations for governmental relationship staff as needed.

VI. The Contractor shall provide guidance and support to the City for it to enter into contracts with MCOs.

VII. The Contractor shall be familiar with the Managed Care program in the Health Care Authority ("HCA") and all the rules, regulations and managed care reporting requirements.

VIII. The Contractor shall monitor claims and cash flows of Managed Care programs to ensure the City receives appropriate benefit from the program and has met documentation needs.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Ambulance Supplemental Payment Program consultant for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor no greater than $1,800,000.00.

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.

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.

E. Compensation. The City will compensate the Contractor pursuant to the provisions contained in Section 3, and unless the parties agree otherwise in writing, shall not pay the Contractor any other benefits, expenses, or compensation.

i. The City will compensate PCG within 30 days following the receipt of billing statements from the Contractor that comport with the terms of this Agreement. The Contractor shall submit billing statements directly to the City contact person identified in Section 28.

ii. Upon termination or expiration of this Agreement, the Contractor will be entitled to receive compensation for contracted services satisfactorily provided prior to the effective date of termination or expiration.

F. The Contractor maintains the costs of insurance and its compensation includes all costs and applicable taxes. In consideration for the Contracted Services, CITY will pay the Contractor 14% of the federal share portion of reimbursements received by CITY under the EGAS program. PCG will assume the risk from program development through payment. PCG will not be compensated until reimbursements are received by CITY under the EGAS program

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 Article 5 (Termination) and Article 6 (Appropriations). A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

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

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination of convenience at least thirty (30) days prior to the intended date of termination. If the City terminates this Contract for convenience prior to the completion or submission of a cost report, the Contractor shall invoice, and the City shall compensate the Contractor, at an hourly rate of $300 for the time the Contractor expended in preparing such cost report. If the City terminates this Contract for convenience after the submission of a cost report, but prior to payment being received by the City, the parties agree that the compensation provisions herein shall survive termination of the Contract, and the City shall timely compensate PCG pursuant to those provisions.

2. Either party shall give the other party written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the alleged material breaches of this Contract upon which the termination is based and (ii) state what the other party must do to cure such material breaches. Such a notice of termination shall only be effective (i) if the other party 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 other party does not, within the thirty (30) day notice period, notify the noticing party 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 Article 6 (Appropriations), of this Contract.

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

6. APPROPRIATIONS

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

7. STATUS OF CONTRACTOR

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

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City, which approval shall not be unreasonably withheld.

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.

Notwithstanding anything to the contrary, the Contractor will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to the Contractor's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any Contractor intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered the City's property or works made for hire.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

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

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

14. AMENDMENT

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have

the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 5 (Termination) herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, 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. 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

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.

22.1. 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.

22.2. 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.

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.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY THE CITY TO THE CONTRACTOR PURSUANT TO THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

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.

The parties agree and acknowledge that the Contractor will receive all information and data from the City on an as-is basis. The Contractor is not responsible for errors or omissions in any data that it receives from the City. The Contractor is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by the City. The City warrants that such data is accurate and complete, and that the City has appropriate records to substantiate such data. The Contractor is not liable for any reimbursement, refund, or contribution should the City be subject to penalties in connection with the services rendered. The City agrees that the Contractor will not be liable for any losses, damages, or third-party claim/s associated with any Contractor act that is because of inaccurate or incorrect data entered or uploaded by the City. The City agrees to defend, indemnify, and hold the Contractor harmless against any losses suffered by the Contractor as the result of any inaccuracies in the data provided, entered, or uploaded by the City.

25. NEW MEXICO TORT CLAIMS ACT

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

26. INVALID TERM OR CONDITION

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

27. ENFORCEMENT OF CONTRACT

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

28. NOTICES

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

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Fire Assistant Fire Chief 200 Murales Rd Santa Fe, NM 87501 mdrisso@santafenm.gov (505) 467-9799	**To the Contractor:** PUBLIC CONSULTING GROUP LLC Miles Brown 148 State Street, 10th Floor Boston, MA 02109 mbrown@pcgus.com 720-274-6305

29. AUTHORITY

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

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[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:

MICHAEL GARCIA, MAYOR

CONTRACTOR:
PUBLIC CONSULTING GROUP LLC

GARY GAROFOLO, CHIEF OPERATING OFFICER

DATE: 02/09/2026

NMBTIN: 031765340

ATTEST:

CITY CLERK

Approved to form and legal sufficiency by:

FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

FINANCE DIRECTOR

PCG City of Santa Fe PSA

Final Audit Report 2026-01-29

Created:	2026-01-29
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgbk5psDgM-M0oZIfzxChFkC-HBCDv8G2

"PCG City of Santa Fe PSA" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-01-29 - 6:15:56 PM GMT- IP address: 63.232.20.2

Document emailed to Frank Ruybalid (feruybalid@santafenm.gov) for signature
2026-01-29 - 6:16:13 PM GMT

Email viewed by Frank Ruybalid (feruybalid@santafenm.gov)
2026-01-29 - 8:37:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Frank Ruybalid (feruybalid@santafenm.gov)
Signature Date: 2026-01-29 - 8:38:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-01-29 - 8:38:10 PM GMT

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2024018025 08/22/2024 11:44:07 AM
AGREEMENT Pg.1 of 51
Anne Brady-Romero Sandoval Cnty Clerk B: 427 P: 18025

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between Sandoval County ("COUNTY") and Public Consulting Group LLC ("PCG") as of July 1, 2024 ("Effective Date").

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and;

WHEREAS, PCG possesses professional skills that can assist COUNTY in analyzing and reporting costs to secure "supplemental payments", and;

WHEREAS, COUNTY wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative, and;

WHEREAS, County's Board of County Commissioners awarded RFP # FY24-FIRE-02 for Medicaid Ambulance Supplemental Payment Program Consulting Services to Public Consulting Group on June 26, 2024;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, COUNTY and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by COUNTY and more fully described in Attachment A (the "Contracted Services"). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.

2. **Term**. The Agreement will be effective from the Effective Date through June 30, 2028, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by COUNTY in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and COUNTY acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

   Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, COUNTY will compensate PCG as set forth herein with respect to any reimbursements COUNTY receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** COUNTY will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

   a. COUNTY will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the COUNTY Contact Person identified in Section 5.

   b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

   The Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Moreover, if COUNTY terminates this Agreement for convenience prior to the completion or submission of a cost report, PCG shall invoice, and COUNTY shall compensate PCG, at an hourly rate of $300 for the time PCG expended in preparing such cost report. If COUNTY terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by COUNTY, the parties agree that the compensation provisions, including those in Attachment B, shall survive termination of the Agreement.

   PCG and COUNTY agree that the terms of this Agreement, including any obligation monetary or otherwise, shall be subject to and contingent upon the availability and sufficiency of appropriations authorized by COUNTY's Board of County Commissioners for the performance of this Agreement. If sufficient funds are not appropriated or sufficient authority is not given, this Agreement is subject to termination without penalty by either PCG or COUNTY upon written notice being given by either party to the other. COUNTY's decision as to whether sufficient appropriations are available shall be accepted by PCG and shall be final. If COUNTY proposes an amendment to the Agreement to unilaterally reduce funding, PCG 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.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For COUNTY:
Eric Masterson
Fire Chief
Sandoval County Fire & Rescue
1500 Idalia Rd, Building D, P.O. Box 40
Bernalillo, NM 87004
emasterson@sandovalcountynm.gov

For CONTRACTOR:
Miles Brown
Senior Consultant
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
mbrown@pcgus.com

6. **Relationship of the Parties**

a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venture of COUNTY.

b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by COUNTY to its employees. COUNTY shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to COUNTY employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

d. PCG has no authority to and shall not purport to bind, represent, or speak for COUNTY or otherwise incur any obligation on behalf of COUNTY for any purpose unless expressly authorized by COUNTY.

7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

8. **Insurance and Indemnification.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both COUNTY and PCG from claims that may arise from PCG's performance of the Contracted Services.

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

9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies. All subcontractors or others completing work on behalf of PCG shall be bound by the terms and conditions of this Agreement, and PCG shall remain responsible for any such work done.

11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

    a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual

property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term "Proprietary or Confidential Information" includes the original information provided by Disclosing Party as well as all copies.

b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.

c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.

d. To the extent allowed by law, the Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.

e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.

f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either

Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records.

h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.

i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.

j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;

ii. Consult with the Disclosing Party on the appropriate response to the request;

iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and

iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion

of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

l. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

m. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.

n. Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.

o. This Agreement and its terms shall be treated as Proprietary and Confidential Information to the maximum extent allowable by law.

p. Notwithstanding any other term or condition in the Agreement, the parties agree that the County is subject to the Inspection of Public Records (commonly known as the "IPRA," NMSA 1978, Section 14-2-1 et seq.), and in accordance with such, Proprietary or Confidential Information shall not include those records subject to inspection under the IPRA or by other operation of law. If the County receives an IPRA request related to PCG or this Agreement, the County will promptly notify PCG of that request so that PCG may seek any legal remedy in relation to the person/entity making that IPRA request.

12. **As-Is Information and Data.** The parties agree and acknowledge that PCG will receive all information and data from COUNTY on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from COUNTY. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by COUNTY. PCG is not liable for any reimbursement, refund, or contribution should COUNTY be subject to penalties in connection with the services rendered.

13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

    Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered COUNTY's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for COUNTY and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. .

17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

19. **Applicable Law and Venue**. This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of New Mexico, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the State of New Mexico shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. **Miscellaneous**

    a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DIS-

CLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY COUNTY TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

c. Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.

d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it

has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

21. **Cooperative Purchasing.** The terms and conditions of this Agreement may be extended to any other agency or other entity to permit those other entities to contract with PCG for the goods or services set forth in this Agreement, subject to the mutual agreement of PCG and the other entity, which may include different payment terms. County assumes no authority, liability, or obligation to PCG or to any other entity with respect to any such resulting contract."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP LLC		**SANDOVAL COUNTY**	
BY:	Marc Staubley	BY:	Wayne A. Johnson
NAME:	Marc Staubley	NAME:	Wayne A. Johnson
TITLE:	Practice Area Director	TITLE:	County Manager
DATE:	08/14/2024	DATE:	8/22/24

ATTACHMENT A
CONTRACTED SERVICES
Emergency Grond Ambulance Services (EGAS) and Other Consulting

PCG will provide the below Contracted Services for four cost reporting cycles, defined as July 1, 2022 to June 30, 2023 (for CY24 payments); January 1, 2023, to December 31, 2023 (for CY25 payments); January 1, 2024, to December 31, 2024 (for CY26 payments); and January 1, 2025 to December 31, 2025 (for CY27 payments)

A. COUNTY provides countywide ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.

B. COUNTY provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for COUNTY to participate in the EGAS.

C. PCG will support New Mexico EMS Providers to design and implement the EGAS. New Mexico's EGAS provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

D. PCG shall design and develop a Medicaid EGAS, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.

E. PCG will provide all documentation needed by the New Mexico Human Services Department (HSD) to facilitate the establishment of the EGAS.

F. PCG will support PROVIDER and the HSD to obtain approval of the EGAS, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.

G. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to HSD within the time frame prescribed by HSD.

H. PCG shall have knowledge of the applicable data and cost reporting principles specified in New Mexico and federal statutes.

I. PCG will conduct stakeholder meetings to educate COUNTY on the existing Medicaid Supplemental Payment opportunity.

J. PCG will draft program plan and supplemental payment strategy to best align with the needs of New Mexico providers.

K. PCG will work with COUNTY and other stakeholder providers to engage the state of New Mexico.

L. PCG will develop CMS CPE approval documents, including state plan amendment, cost reporting template, program manual, and public notice of intent.

M. PCG will develop CMS IGT program approval documents, including Preprint Form, program model, payment process.

N. PCG will facilitate ongoing discussions with the state of New Mexico through program design, approval and implementation process.

O. PCG will assist COUNTY in negotiations with CMS through the EGAS program approval process.

P. PCG will assist COUNTY in negotiations with MCOs through IGT agreement development

Q. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.

R. PCG will provide COUNTY and other stakeholder providers with EGAS participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.

S. COUNTY will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

T. PCG shall be able to accept from COUNTY, in electronic submission form, all information via a secure connection in accordance with HIPAA.

U. If the completed cost report is rejected by HSD, PCG shall work with COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

V. PCG shall keep COUNTY informed of all updates relating to the EGAS program and estimate the impact of future changes in Medicaid reimbursement.

W. PCG shall support COUNTY in establishing the legal and operational ground to participate in the EGAS program.

X. PCG shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed.

Y. PCG shall monitor claims and cash flows of EGAS program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.

Z. If, as a result of an audit by any governmental or regulatory agency, including but not limited to HSD, a refund is required by COUNTY, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

Managed Care (MCO) Support Services (If Applicable)

In the event of Medicaid Managed Care implementation, PCG will provide the listed services below:

A. PCG will work with NM Human Services Department (HSD) to establish the MCO supplemental reimbursement program and payment methodology.

B. PCG shall review annually the rebased MCO payment calculation and offer feedback to NM HSD.

C. PCG shall keep COUNTY informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.

D. PCG shall support COUNTY in establishing the legal and operational ground to participate in the Managed Care program.

E. PCG shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed.

F. PCG shall provide guidance and support to COUNTY for it to enter into contracts with Managed Care Organizations.

G. PCG shall be familiar with the Managed Care program in the DSS and all the rules, regulations and managed care reporting requirements.

H. PCG shall monitor claims and cash flows of Managed Care program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.

ATTACHMENT B
COMPENSATION

PCG maintains the costs of insurance and its compensation includes all costs and applicable taxes.

In consideration for the Contracted Services, COUNTY will pay PCG 15% of the federal share portion of reimbursements received by COUNTY under the EGAS program, provided that the total compensation will not exceed $261,500.00 for each of the four full annual cost reporting periods as set forth in Attachment A.

PCG will assume the risk from program development through payment. PCG will not be compensated until reimbursements are received by COUNTY under the EGAS program

REQUEST FOR PROPOSALS (RFP)

SANDOVAL COUNTY
FIRE AND RESCUE

Medicaid Ambulance Supplemental Payment Program
Consulting Services

RFP# FY24-FIRE-02

Release Date: June 7, 2024

Due Date: June 20, 2024 at 3:00 p.m. MDT

NIGP CODES: 94610

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Sandoval County Board of County Commissioners is accepting sealed proposals for Medicaid Ambulance Supplemental Program Consulting Services (NIGP Commodity Codes 94610). Responses will be accepted in the Finance Department, Attn: Leslie Olivas, Sandoval County Administrative Bldg, 1500 Idalia Road, Bldg. D 2nd Floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Daylight Time) on June 20, 2024. Late submissions will not be considered. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SANDOVAL COUNTY BACKGROUND

Sandoval County is a Class A county located in central New Mexico. It covers over 3,700 square miles of both urban and rural areas with a population of approximately 148,800 people according the 2020 census. Sandoval County has a commission/manager form of government. The Board of County Commissioners consist of five members elected by voters within their respective districts. The County Manager is appointed by the Commission to carry out policy and serve as chief administrative officer.

C. SCOPE OF PROCUREMENT

Sandoval County Fire and Rescue is seeking to have a qualified individual and/or agency prepare New Mexico's Ambulance Supplemental Payment Program's (ASPP) annual Medicaid cost report in coordination with the Centers for Medicare and Medicaid Services (CMS) the fire department, the County, and the State of New Mexico's Human Services Department (HSD).

D. TERM OF CONTRACT

The resulting contract of this solicitation shall remain in effect for a period of four (4) consecutive years following award.

E. PROCUREMENT MANAGER

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

   Name: Leslie Olivas, Senior Procurement Specialist
   Address: Sandoval County
   1500 Idalia Road Bldg. D 2nd Floor
   PO Box 40
   Bernalillo, NM 87004

   Telephone: (505) 404-5873

Fax: (505) 867-7605
Email: ldolivas@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows. All potential offerors are responsible for ensuring their complete proposal is received on or before the stated deadline, regardless of courier utilized. Late proposals will not be considered for award.

   Name: Leslie Olivas, Senior Procurement Specialist
   RFP Name: Medicaid Ambulance Supplemental Payment Program Consulting Services
   RFP# FY24-FIRE-02
   Address: Sandoval County
   1500 Idalia Road Bldg. D
   PO Box 40
   Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may ONLY contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 Request for Proposals. Emailed protests will not be considered as properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Sandoval County	JUNE 7, 2024
2. Pre-Proposal Conference	Sandoval County	NONE
3. Return of Acknowledgement of Receipt Form	Potential Offerors	JUNE 11, 2024
4. Deadline to submit	Potential Offerors	JUNE 13, 2024

Questions		
5. Response to Written Questions	Procurement Manager	JUNE 17, 2024
6. Submission of Proposal	***Potential Offerors***	***JUNE 20, 2024 AT 3:00 PM MDT.***
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the Sandoval County Fire and Rescue.

2. Acknowledgement of Receipt

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to 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 Procurement Manager as declared in Section I, Paragraph E. 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. Response to Written Questions

Responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLGIHT TIME (MDT) ON **June 20, 2024**. **Proposals received after this deadline will not be accepted**. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Medicaid Ambulance Supplemental Payment Program Consulting Services** and **RFP# FY24-FIRE-02.** Proposals submitted by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule, Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, 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 Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal 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:

Leslie Olivas, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal (Appendix C). Submission of a proposal constitutes acceptance of the Evaluation Factors.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public. Offerors agree that Sandoval County is subject to the Inspection of Public Records (commonly known as the "IPRA," NMSA 1978, Section 14-2-1 et seq.), and in accordance with such, Proprietary or Confidential Information shall not include those records subject to inspection under the IPRA or by other operation of law. If Sandoval County receives an IPRA request related to an offeror or any subsequent Agreement, Sandoval County will promptly notify the offeror of that request so that the offeror may seek any legal remedy in relation to the person/entity making that IPRA request.

8. No Obligation

This RFP in no manner obligates Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of Sandoval County.

10. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico, and the ordinances of Sandoval County.

13. Basis for Proposal

Only information supplied, in writing, by Sandoval County through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

15. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

16. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the County, adequately meeting the needs of the County.

17. Notice of Penalties

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

18. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

19. Ownership of Proposals

All documents submitted in response to the RFP shall become property of Sandoval County.

20. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 County.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

21. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the County shall govern.

22. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (Appendix B) as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

23. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form (Appendix C) which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Acknowledge that a sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
   a. indicate acceptance of the Conditions Governing the Procurement indicate acceptance of this RFP; and
   b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in #2 above.

24. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or sub-contract.
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure.

1. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 State Purchasing Agent or other party to this Agreement 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 render the Offeror nonresponsive.

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 State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

25. Use by Other Government Agencies

By submitting a bid or proposal, the Bidder or offeror indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contract for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. **E-mail address will be provided on Appendix A which will be submitted in a timely manner.**

27. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended). Offerors **MUST** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:
http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx.

A. **New Mexico Resident Business Preference**
A copy of the certification must accompany Offeror's proposal.
B. **New Mexico Native American Resident Business Preference**

A copy of the certification must accompany Offeror's proposal.

C. **New Mexico Resident Veterans Business Preference**
A copy of the certification must accompany Offeror's proposal.

D. **New Mexico Native American Resident Veterans Business Preference**
A copy of the certification must accompany Offeror's proposal

An agency shall not award a business for more than one preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP include federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

1. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

2. NUMBER OF COPIES

A. Hard Copy Responses

Offeror's proposal must be clearly **labeled and numbered and indexed**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors must deliver:

- **Technical Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Cost Proposals** – One (1) ORIGINAL and three (3) HARD COPIES (4 TOTAL).
- **Please include an electronic copy (flash drive) of the Technical and Cost Proposal.**

The original hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the original hard copy shall govern.

Any proposal that does not adhere to these requirements, may be deemed non-responsive and rejected on that basis.

Sandoval County cannot provide materials such as boxes, envelopes, or tape to a potential Offeror who brings in an unsealed proposal. Unsealed proposals will not be accepted and are considered to be non-responsive to the requirements laid out in this RFP.

3. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. The proposal **must be organized and indexed** in the following format and must contain, at a minimum, all listed items in the sequence indicated. Promotional material should be **minimal.**

A. Signed Letter of Transmittal (Appendix C)
B. Table of Contents
C. Proposal Summary (Optional)
D. Response to Contract Terms and Conditions
E. Offeror's Additional Terms and Conditions
F. Response to Specifications
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specification
    4. Conflict of Interest Affidavit (Appendix E)
    5. Signed Campaign Contribution Form (Appendix B)
    6. New Mexico Preferences (if applicable)
    7. Financial Stability
    8. Proof of Insurance and/or Surety Bonds
    9. Other Supporting Material (if applicable)

2. COST PROPOSAL – Binder 2 MUST BE IN A SEPARATE SEALED ENVELOPE

A. All costs to be incurred and billed to the county shall be described in detail. The Offeror should understand that the costs of insurance maintained by the organization in connection with the general conduct of its operation are allowable provided: that the types and content of coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances. Liability for that item remains with the Offeror. The proposed price quoted must include all applicable costs and applicable taxes.
B. Offeror should submit a proposal with a detailed schedule of total costs per task. Offeror should also provide unit cost estimated (hourly, etc.) and time schedule for each task with in each task. The Offeror shall quote

hourly rates for additional consulting beyond the scope of the described tasks.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

The following specifications are to be used as guidelines in submitting proposals and shall be made a part of the contract between Sandoval County and the successful Offeror. Offerors **should** respond in the form of a thorough narrative to each specification described in the Detailed Scope of Work, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

The County of Sandoval, New Mexico is seeking consulting services for a Medicaid Ambulance Supplemental Payment Program Consulting Services Price Agreement for the New Mexico Ground Ambulance Services (EGAS):

All Offerors must meet the following requirements:

1. **Must have over ten (10) years of experience developing and managing EMS supplemental payment programming**
2. **Must provide online portal for data reporting and auditing requirements.**
3. **Must make available a Help Desk phone line service that is accessible during a forty (40) hour work week.**

ASPP Scope of Work:

- The Offeror must provide the compilation of all supporting documentation as required to complete the annual ASPP cost report including but not limited to billing data, CAD/dispatch reports, CAFR/annual financial reports, payroll reports, mileage reports, technician reports, among others.

- The Offeror shall input all the necessary data into the appropriate schedules within the ASPP cost report. The Offeror must provide a Submission of the ASPP cost report and the

respective supplemental documentation to New Mexico's Human Services Department (HSD) for payment of the annual settlement reimbursement.

- The Offeror shall assist Sandoval County Fire with the HSD desk review and the reconciliation processes and make any/all necessary changes to the cost report as requested by HSD to receive payment on the cost report.

- Payment to the vendor for the work provided will take place once Sandoval County Fire receives payment from HSD.

- The Offeror shall provide up to twenty (20) hours of assistance with audits of the cost report, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). If additional audit support hours are needed, as the result of unsatisfactory work performed by the Consultant, these will be provided at no charge.

- The Offeror shall provide up to ten (10) hours of assistance with follow-up questions related to the completed ASPP Medicaid cost report.

- The Offeror shall conduct stakeholder meetings to educate the County on existing Medicaid Supplemental Payment opportunities.

- The Offeror shall assist the County with any negotiations that may occur with CMS and the State regarding the payments.

- The Offeror shall assist the County with established any required agreements and intergovernmental transfers that may be required with Medicaid payers, Medicaid, the State, etc.

- The Offeror shall maintain HIPPA compliance with all documentation.

Schedule

- Data shall be collected during the 12-month reporting period based on each fiscal year of this agreement. Final submission to CMS shall be coordinated with State HSD.

- ASPP paperwork must be submitted to HSD by the designated timeframe for each fiscal year defined as July 1 through June 30 for fiscal years 2025, 2026, 2027, 2028.

Deliverables

- The Offeror shall submit all worksheets and needed documentation to the appropriate state and federal authorities. The Offeror shall provide a copy of all the information submitted with all supporting documentation, including the cost report and worksheets, which shall be provided to the County of Sandoval upon completion.

B. TECHNICAL SPECIFICATIONS

1. **Organizational Experience:**
   a. Provide a description of all relevant experience as required in the scope of work with state, county or municipal government and/or the private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge of the services described in the RFP.

   b. Describe the experience and qualifications of the personnel to be assigned to the work described in this RFP.

2. **Organizational References**

   Offerors must provide a minimum of three (3) references from similar projects performed for state or local government clients within the last three (3) years.

   The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the County reserves the right to consider any and all information available to it.

   Offerors shall submit the following Business Reference information as part of the Offer:

   a. Client name;
   b. Project description;
   c. Project dates (starting and ending);
   d. Technical environment (i.e. similar background experience performed); and
   e. Client project manager name, telephone number, fax number and email address.

   Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in the Sequence of Events for inclusion in the evaluation process.

3. **Mandatory Specifications**
   A brief explanation is required for of each mandatory specification listed below. Offerors are encouraged to fully address each category, as points are assigned:

   a. Provide a description of the approach the Offeror plans to use to complete the work including a project schedule showing how deadlines will be met.

b. Describe relevant experience and qualifications to perform the work. Include resumes of key staff.

c. Provide three examples of similar work performed. Include a brief project description and client contract references.

4. Business Specifications

Financial Stability

Offeror's must submit copies of the most recent years independently audited financial statements and the most recent $10,000 earned, as well as financial statements for the proceeding three years if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead submit sufficient information (e.g., D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

Insurance

ALL RESPONDENTS MUST submit with their proposal, proof of insurance for Professional Liability in the amount of $1,000,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors	Points Available
Organizational Experience	20 points

Organizational References	10 points
Mandatory Specifications	40 points
Quality and Content of Proposal	20 points
POSSIBLE TOTAL COST POINTS	10 points
Lowest Responsive offer Cost ---------- X Available Award Points This Offeror's Cost	
GRAND TOTAL POSSIBLE POINTS	**100 POINTS**
Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
Conflict of Interest Affidavit	Pass/Fail
Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail
New Mexico Preferences:	
Resident Business Vendor Points	
Native American Resident Business Points	
Resident Veteran Points	
Native American Resident Business Points	

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

a. Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

b. Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a

recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it.

c. Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this section.

d. Cost

Cost scoring is determined by the following formula:

$$\frac{\textbf{Lowest Responsive Offeror's Cost}}{\textbf{Each Offeror's Cost}} \textbf{ X Available Points}$$

e. Pass/Fail Section

A "fail" for any item(s) below will result in a non-responsive proposal and the proposal will *not* be evaluated.

- Letter of Transmittal
- Signed Campaign Contribution Disclosure Form
- Conflict of Interest Affidavit Form
- Proof of Financial Stability
- Proof of Insurance

f. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

- **New Mexico Resident Business Preference**
  If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 8% of the total points available in this RFP.

- **New Mexico Native American Resident Business Preference**
  If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Resident Native American Owned Business Preference is 8% of the total points available in this RFP.

- **New Mexico Resident Veterans Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

- **New Mexico Native American Resident Veterans Business Preference**
  If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this RFP.

g. Interview

If an interview is held, the Purchasing Manager will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response.

3. The Evaluation Committee may use other sources of to perform the evaluation.

4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

   - **APPENDICES-A through E must be completed and submitted**

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Medicaid Ambulance Supplemental Payment Program Consulting Services
RFP# FY24-FIRE-02

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX E.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **June 11, 2024** by 5:00 pm (Mountain Daylight Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Leslie Olivas, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D, PO Box 40
Bernalillo, NM 87004
Fax: 505-404-5873
E-mail: ldolivas@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two-hundred-fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR 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 either 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 spouse, father, mother, child, sibling, father-in-law, mother-in-law, daughter-in-law, or son-in-law, by consanguinity or affinity.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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)

SANDOVAL COUNTY'S CURRENT ELECTED OFFICIALS

Katherine A. Bruch, Commission District 1

Jay C. Block, Commission District 2

Michael Meek, Commission District 3

David J. Heil, Commission District 4

Joshua Jones, Commission District 5

Linda P. Gallegos, Assessor

Anne Brady-Romero, Clerk

Edward W. Lovato, Probate Judge

Jesse James Casaus, Sheriff

Jennifer A. Taylor, Treasurer

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C

Letter of Transmittal Form

RFP #: FY24-FIRE-02

Bidder Name: _____ **FED ID#:** _____

Items #1 - #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

_____

_____

_____

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____
Title _____
E-mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____
Title _____
E-mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____
Title _____
E-mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)

_____ No sub-contractors will be used in the performance of any resultant contract **OR**
_____ The following sub-contractors will be used in the performance of any resultant contract:

_____

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-contractors list in #5 above) which will be used in the performance of any resultant contract.

_____

(Attach extra sheets, as needed)

7. _____ On behalf of the submitting organization named in item #1, above I accept the Conditions Governing the Procurement.
_____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
_____ I acknowledge receipt of any and all amendments to this RFP.

_____ _____ , 2024

Authorized Signature Date

(Must be signed by the person identified in item #2, above)

APPENDIX D

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of the company you're submitting reference for)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned for **RFP# FY24-FIRE-02 Medicaid Ambulance Supplemental Payment Program Consulting Services** via **facsimile** or **e-mail** at:

Name: Leslie Olivas, Senior Procurement Specialist
Sandoval County Finance Department
Address: 1500 Idalia Road, Building D
Bernalillo, NM 87004

Telephone: 505-404-5873
Fax: 505-867-7605
Email: ldolivas@sandovalcountynm.gov

Please return no later than **June 20, 2024 @ 3:00 p.m. Mountain Daylight** Time and **must not** be returned to the individual/company requesting the reference. Late submissions will not be considered.

Please enter **detailed** answers in the "comments" section of each question.

For questions or concerns regarding this form, please contact the Sandoval County Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
   (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   Name: _____Rating:

   Name: _____Rating:

   Name: _____Rating:

   Name: _____Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT FORM

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

☐ I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

☐ I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling, by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of $_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I not been a public officer or employee of the Department/Agency within the preceding year, where the contract or action is in excess of $1,000, nor have I engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

_____
NAME

Subscribed and sworn to before me by _____ (name of former employee) this _____day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires:

_____

☐Terms of the Conflict of Interest Affidavit are inapplicable.

AWARD SUMMARY

RFP FY24-FIRE-02

RFP Name: Medicaid Ambulance Supplemental Payment Program Consulting Services

Date Advertised: June 7, 2024

Submission Deadline: June 20, 2024

Proposals Received: NBS Government Finance Group
Public Consulting Group

Award Recommendation:

The proposal submitted by Public Consulting Group was both responsive and responsible in addition to meeting all the criteria set forth in this RFP. It is therefore recommended that the award goes Public Consulting Group for the Medicaid Ambulance Supplemental Payment Program Consulting Services RFP.

Recommended Offerors: **Public Consulting Group**

Procurement: Leslie Olivas 6/21/2024
Leslie Olivas, Senior Procurement Specialist Date

Department Official: 6/21/24
Eric Masterson, Fire Chief Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

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: Rich Camelio
Brown & Brown Insurance Services, Inc. 980 Washington Street Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Rich.Camelio@bbrown.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Public Consulting Group LLC Attn: Michael Marotta 148 State St., 10th Floor Boston MA 02109	INSURER A: Great Northern Insurance Company	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: ACE American Insurance Company	22667
	INSURER D: Allied World National Assurance Company	10690
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL Auto UMB WC **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:			35855036	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 Included 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			(26) 73540440	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR			5672-10-14	4/1/2025	4/1/2026	EACH OCCURRENCE	$	1,000,000
D	X EXCESS LIAB CLAIMS-MADE			0311-2674	4/1/2025	4/1/2026	AGGREGATE Each Occurrence/Aggregate	$ $	1,000,000 9,000,000
	DED RETENTION $								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			(26) 71724811	4/1/2025	4/1/2026	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/Cyber Liability/ Technology E&O: Claims Made			D97157753	4/1/2025	4/1/2026	Each Claim/Aggregate: Retention:		$10,000,000 $500,000

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

CERTIFICATE HOLDER

City of Santa Fe Fire Department
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

Owen Callaghan/RASTAP

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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA),** and the **City of Santa Fe Fire Department** collectively referred to as the "Parties," regarding the implementation of Ambulance Supplemental Payment Program (ASPP). The ASPP is approved and administered in accordance with Centers for Medicaid Services (CMS) managed care regulations, 42 C.F.R. § 438 regarding State-Directed Payments. See SDP Identifier NM_Fee_Oth_New_20240701-20241231.

I. DEFINITIONS

A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the "IGT Provider" is the City. The IGT Provider must comply with applicable provisions of 42 CFR Part 433, Subpart B.

B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency. In this MOA the "Agency" is HCA.

C. CMS means Centers for Medicaid Services.

D. EGAS means Emergency Ground Ambulance Services.

E. MCO means Managed Care Organization, New Mexico Medicaid Managed Care or Turquoise Care.

F. MMIS means Medicaid Management Information System.

II. GENERAL PROVISIONS

A. The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP.

B. The IGT Provider will sign and return this MOA to the Agency.

C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider will transfer payments to the Agency in the following manner:

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i. The Agency will bill the IGT Provider when payment is due.
ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.

D. ASPP EGAS providers will be paid a supplemental payment on a quarterly basis tied to MMIS claims data utilization. Supplemental payments will be based on the calculated average cost per transport, derived from the required annual cost reports submitted by ASPP EGAS providers for the prior year.

E. ASPP EGAS providers will fund the state share in the form of IGTs. Each provider will have a fully executed Memorandum of Agreement consenting to the terms of the IGTs.

F. Upon CMS approval, supplemental payments will be distributed retroactively to July 1, 2024, effective date.

III. AUDITS AND RECORDS

A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.

C. IGT Provider agrees to comply with applicable public record inspection and retention laws.

IV. RETENTION OF RECORDS

A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are

Docusign Envelope ID: 75A72721-0D4D-45E6-971D-A2E3F56E3B15

relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.

B. IGT Provider agrees the following provision will be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this MOA:

> *Funding provided in this agreement will be prioritized so that designated IGT funding must first be used to fund the Medicaid program and used secondarily for other purposes.*

VIII. TERM

A. The duties under this MOA will be performed from July 1, 2024, through December 31, 2024, and this MOA terminates December 31, 2025, which includes the states certified forward period.

B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	$583,620.26
Total Funding Not to Exceed	$583,620.26

Docusign Envelope ID: 75A72721-0D4D-45E6-971D-A2E3F56E3B15

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

DocuSigned by:
By: Kari Armijo
1BA9EB5EAD00499...
Date: 9/17/2025
Kari Armijo, HCA Cabinet Secretary

DocuSigned by:
By: Carolee Graham
FB15A98045214DA...
Date: 9/8/2025
Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

DocuSigned by:
By:
32BE56E83D064CE...
Date: 9/17/2025
Mark Reynolds, HCA General Counsel

CITY OF SANTA FE

Alan Webber (Sep 3, 2025 09:53:30 MDT)
Date: 09/03/2025
Alan Webber, Mayor

ATTEST:

ANDREA SALAZAR (Sep 3, 2025 08:57:54 MDT)
ANDRÉA SALAZAR, CITY CLERK
GB MTG 08/27/25

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

THE CITY OF
SANTA FE

MEMORANDUM

DATE: February 19, 2026

TO: Brian Moya, Interim City Manager BM
Andrea Phillips, Interim Finance Director ANDREA PHILLIPS
Andy Hopkins, Budget Officer AJH
Erika Lujan, Grants Manager EL

FROM: Toniette Candelaria-Martinez, Fire Department, Fiscal Administrator TCM

VIA: Scott Ouderkirk, Interim Fire Chief SCOTT OUDERKIRK
Mario Risso, Assistant Fire Chief MARIO RISSO

SUBJECT: Ambulance Supplemental Payment Program

ITEM AND ISSUE:
Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $199,137 per the terms of the MOA between New Mexico Health Care Authority (HCA) and City of Santa Fe. This payment represents PCG's efforts in preparing the State of New Mexico Ambulance Supplemental Payment Program (ASPP) cost report for the Calendar Year 2024 (CY24) July – December timeframe; the City pays PCG a 14% contingency fee.

From Line Items:

- 1000001.470400 $(199,137)

To Line Items:

- 1002001.510300 $199,137

BACKGROUND AND SUMMARY:
The Fire Department entered into Memorandum of Agreement with New Mexico Health Care Authority (HCA) to facilitate an Inter-Governmental Transfer (IGT) of funds for the purpose of participation in the New Mexico Ambulance Supplemental Payment Program (NM ASPP).

The NM ASPP is a state directed payment that assists in promoting the continued delivery of high-quality Emergency Medical Services (EMS) to Medicaid patients. The NM ASPP emergency ground ambulance services (EGAS) providers are paid a quarterly supplemental payment tied to actual utilization.

The City pays the IGT to HCA. HCA applies the funds as a grant share to draw down supplemental payment from Managed Care Organizations (MCOs)/Medicaid. The supplemental payment then comes back to the City.

ACTION REQUESTED:
The Fire Department respectfully requests your review and approval.

ATTACHMENTS:
BAR
NM Santa Fe Fire Department Invoice CIV-10040462 2026-02-12
MOA 25-630-8000-0120 CY24 Jul-Dec CoSF Fire Dept ASPP
NM Ambulance Supplemental Payment Program (ASPP) CY24 Handout

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	2/19/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Professional Contracts	1002001	510300	FIR2610000	199,137	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Reimbursements/Refunds	1000001	470400	FIR2610000	(199,137)	
				$ -	$ -

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

Increase Fire Department Fund 1002001 for FY26 by adding $199,137. This payment represents PCG's efforts in preparing the State of New Mexico Ambulance Supplemental Payment Program (ASPP) cost report for the Calendar Year 2024 (CY24) July – December timeframe; the City pays PCG a 14% contingency fee.

{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 2/19/2026
Prepared By *{print name}* Date

MARIO RISSO (Feb 19, 2026 17:31:53 MST)
Division Director Signature *{optional}* Date

SCOTT OUDERKIRK (Feb 19, 2026 17:25:48 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

ANDREA PHILLIPS (Feb 23, 2026 10:19:05 MST)
Finance Director *{≤ $5,000}* Date

BRIAN MOYA
City Manager *{≤ $60,000}* Date

Account

Fund	100	GENFUND	Acct	100-10-99-9999-001-00-000-470400-			
Org	1000001	NonDept GF	Acct name	Reimbursements/Refunds		Account Notes	
Object	470400	Reimb/Rfds	Type	Revenue	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2026/01	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	-128,308.00	-107,500.00	-130,000.00	.00
Transfers In	-158,624.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-286,932.00	-107,500.00	-130,000.00	.00
Actual (Memo)	-2,856,420.10	-3,084.63	-84,581.40	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	2,569,488.10	-104,415.37	-45,418.60	.00
Percent used	995.50	2.87	65.06	.00

Account

Fund	100	GENFUND	Acct	100-15-20-2001-000-00-000-510300-			
Org	1002001	Fire Admin	Acct name	Professional Contracts		Account Notes	
Object	510300	Prfsl Cntr	Type	Expense	Status	Active	
Project			Rollup	GFFDC	FireAdministrationCNT		
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2026/01	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	404,427.00	404,427.00	152,019.00	.00
Transfers In	302,167.00	22,000.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	706,594.00	426,427.00	152,019.00	.00
Actual (Memo)	359,267.81	401,413.84	152,367.97	.00
Encumbrances	347,324.94	.00	.00	.00
Requisitions	.00			.00
Available	1.25	25,013.16	-348.97	.00
Percent used	100.00	94.13	100.23	.00

Public Consulting Group LLC (Health)

INVOICE

Customer ID: 104034
Invoice Number: CIV-10040462
Invoice Date: 02/12/2026
Due Date: 03/14/2026
Terms: Net 30
Amount Due: USD 199,136.45

Bill To:

NM Santa Fe Fire Department
200 Murales Rd
Santa Fe, NM 87501

Description	Quantity	UOM	From Date	To Date	Unit Price	Amount
CY24 July-Dec NM ASPP Reimbursements	1422403.23	Each			0.14	199,136.45

Sub Total	**199,136.45**
Tax	**0.00**
Invoice Total	**199,136.45**

For questions, please reach out to your company contact or email pcghealthfinance@pcgus.com

To ensure accurate payment processing, kindly include the invoice number as indicated on this document in the following format: CIV-10040462

Please Remit Payments to:

Bank name: Citizens Bank
Routing: 211070175
Branch:

Address:
Account: 1109586385
IBAN:
SWIFT:

Via Mail:

Public Consulting Group LLC (Health)
P.O. Box 845308
Boston, MA 02284-5308
United States of America

Docusign Envelope ID: 75A72721-0D4D-45E6-971D-A2E3F56E3B15

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA),** and the **City of Santa Fe Fire Department** collectively referred to as the "Parties," regarding the implementation of Ambulance Supplemental Payment Program (ASPP). The ASPP is approved and administered in accordance with Centers for Medicaid Services (CMS) managed care regulations, 42 C.F.R. § 438 regarding State-Directed Payments. See SDP Identifier NM_Fee_Oth_New_20240701-20241231.

I. DEFINITIONS

A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the "IGT Provider" is the City. The IGT Provider must comply with applicable provisions of 42 CFR Part 433, Subpart B.

B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency. In this MOA the "Agency" is HCA.

C. CMS means Centers for Medicaid Services.

D. EGAS means Emergency Ground Ambulance Services.

E. MCO means Managed Care Organization, New Mexico Medicaid Managed Care or Turquoise Care.

F. MMIS means Medicaid Management Information System.

II. GENERAL PROVISIONS

A. The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP.

B. The IGT Provider will sign and return this MOA to the Agency.

C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider will transfer payments to the Agency in the following manner:

Docusign Envelope ID: 75A72721-0D4D-45E6-971D-A2E3F56E3B15

i. The Agency will bill the IGT Provider when payment is due.
ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.

D. ASPP EGAS providers will be paid a supplemental payment on a quarterly basis tied to MMIS claims data utilization. Supplemental payments will be based on the calculated average cost per transport, derived from the required annual cost reports submitted by ASPP EGAS providers for the prior year.

E. ASPP EGAS providers will fund the state share in the form of IGTs. Each provider will have a fully executed Memorandum of Agreement consenting to the terms of the IGTs.

F. Upon CMS approval, supplemental payments will be distributed retroactively to July 1, 2024, effective date.

III. AUDITS AND RECORDS

A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.

C. IGT Provider agrees to comply with applicable public record inspection and retention laws.

IV. RETENTION OF RECORDS

A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are

Docusign Envelope ID: 75A72721-0D4D-45E6-971D-A2E3F56E3B15

relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.

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B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	$583,620.26
Total Funding Not to Exceed	$583,620.26

Docusign Envelope ID: 75A72721-0D4D-45E6-971D-A2E3F56E3B15

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

By: DocuSigned by: Kari Armijo 1BA9EB5EAD00499... Date: 9/17/2025

Kari Armijo, HCA Cabinet Secretary

By: DocuSigned by: Carolee Graham FB15A98045214DA... Date: 9/8/2025

Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

By: DocuSigned by: 32BE56E83D064CE... Date: 9/17/2025

Mark Reynolds, HCA General Counsel

CITY OF SANTA FE

Alan Webber (Sep 3, 2025 09:53:30 MDT) Date: 09/03/2025

Alan Webber, Mayor

ATTEST:

ANDREA SALAZAR (Sep 3, 2025 09:57:54 MDT)

ANDRÉA SALAZAR, CITY CLERK

GB MTG 08/27/25

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

New Mexico (NM) Ambulance Supplemental Payment Program (ASPP)

Calendar Year 2024 (CY24) Handout

March 2025

PUBLIC CONSULTING GROUP

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

INTRODUCTION

The NM ASPP allows government-owned Emergency Ground Ambulance Services (EGAS) providers to access additional federal funds for provided and billed Medicaid Managed Care Organization (MCO) transports. The effective date of the NM ASPP is **1/1/2024**, allowing participating EGAS providers to claim allowable costs for the CY24 cost reporting period.

HOW IT WORKS

The NM ASPP requires participating providers to complete an annual cost report that includes an average cost per transport used to calculate the supplemental add-on rate paid to providers when billing Medicaid MCO patients. The cost report is used to determine eligibility for the NM ASPP.

Upon completion of the NM ASPP cost report containing an average cost per transport, an intergovernmental transfer (i.e., grant matching) will be issued to participating EGAS providers so that they may yield their supplemental payments. The supplemental payment process is summarized below.

1. NM EGAS providers provide and bill for Medicaid MCO transports.
2. NM Healthcare Authority (HCA) invoices participating NM EGAS providers for the state share of their supplemental payment.
3. HCA uses provider's grant matching funds to draw down matching federal funds.
4. Each provider's grant matching dollars are returned, along with the matching federal share funds.

NEXT STEPS

CY24 Cost Report Submission

The CY24 (1/1/24 – 12/31/24) cost report must be uploaded to the Myers & Stauffer (M&S) web portal by Friday, 5/31/25 @ 5PM MT. **PCG will submit all required documentation on your behalf.**

CY24 M&S Audit

Shortly after cost report submission, M&S will perform cursory audits on all submitted CY24 NM ASPP cost reports. **PCG will address any potential follow up questions on your behalf.**

CY24 Payment

Supplemental payment for this program will not occur until the Preprint is submitted by HCA and CMS approves. Payments will be administered through a grant matching process between the providers and HCA. The payments will come directly from the MCOs.

PCG will invoice you for our provided CY24 cost reporting services after you confirm you receive payments.

CONTACT US

Please contact NMASPP@pcgus.com with any questions!

Signature: ERIKA LUJAN
ERIKA LUJAN (Feb 20, 2026 14:53:04 MST)

Email: evlujan@santafenm.gov

Date: February 13, 2026

To: Mayor Michael J. Garcia and Governing Body
Public Works & Utilities and Finance Committees

Via: Brian J. Moya, Interim City Manager BM

From: Jimmy Gunn, Interim Director, Santa Fe Regional Airport jg

Terry Lease, Manager, Asset Development TL

Subject: Lease Agreement Between City of Santa Fe and Avis Budget Car Rental, LLC

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a Lease Agreement between the City of Santa Fe (Santa Fe Regional Airport) and Avis Budget Car Rental, LLC; (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov).

BACKGROUND AND SUMMARY:

The City of Santa Fe owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico. The Lease Agreement, if approved, will allow Lessee the use of 167 square feet of counter and office space in the Terminal Building, 19 "Ready/Return" parking spaces in the Short-term Parking Lot in front of the Terminal, 7 parking spaces in the Long Term Parking Lot for staging and cleaning of vehicles and 27,353 square feet of fenced parking in the Gate 16 Parking Lot for long and short-term vehicle parking.

The initial term of the proposed Lease Agreement is five (5) years, with two (2) option terms of five (5) years each. The base rent shall be $49,914.20 per year ($4,159.52 per month) and shall escalate at 2.5% per year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

Munis Org Name/Number: 5456050

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins **Date:** 02/16/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM # _____

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND AVIS BUDGET CAR RENTAL, LLC

This LEASE AGREEMENT ("Lease Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico ("City" or "Lessor") and AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company, dba Avis Rent A Car, Budget Car Rental and Payless Car Rental ("Lessee"), collectively the "Parties."

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico; and

WHEREAS, operations at the Airport are subject to laws, rules, and regulations including Chapter 3 of the Santa Fe City Code of 1987 and the rules, fees, and minimum standards adopted thereunder; Chapter 64 of the New Mexico Statutes Annotated 1978 compilation, especially Article 1; 14 C.F.R. Parts 139, 158, and 170; and Federal Aviation Administration ("F.A.A.") grant assurances, Order 5190.6B on airport operations as updated, and policies including those on airport revenue use (64 C.F.R. 7715, as amended) and hangar use (81 F.R. 38910, as amended); and

WHEREAS, services provided by Airport tenants benefit general aviation at the Airport, commercial aviation operators and passengers, and residents of the City and of Santa Fe County; and

WHEREAS the City operates a terminal building on the Airport known as Santa Fe Regional Airport Terminal ("Terminal"), located on the Airport at the end of Aviation Drive, Santa Fe, New Mexico for the purpose of providing safe and reliable air transportation services and supporting travel amenities; and

WHEREAS, Lessee wishes to provide rental car services at the Airport; and

WHEREAS, the City desires to lease a portion of the Terminal and Airport parking areas to Lessee for the purpose of providing rental car services to patrons of the Airport.

WITNESSETH:

In consideration of the Lessee's promises herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, the following (collectively the "Premises."):

a. 167 square feet of counter, office, and baggage handling spaces in the Terminal (collectively **"Terminal Space"**) and identified as Office 107, as shown on **Exhibit A** of this Lease Agreement.

b. **19 "Ready/Return"** parking spaces in Section "A" of the Short-term Parking Lot located immediately in front of the terminal building and as depicted in red on **Exhibit B** of this Lease Agreement. The Ready Return parking spaces are designated by the Airport Director and may be changed from time-to-time.

c. **7 Long-Term** parking spaces in the Long Term Parking Lot as depicted in red on **Exhibit C** of this Lease Agreement. The Long Term parking spaces are designated by the Airport Director and may be changed from time-to-time. Lessee is authorized to wash vehicles in these spaces and to place one storage structure, not to exceed a footprint of 12'x12.'

d. 27,353 square feet of fenced parking lot in the **Gate 16 Parking Lot** designated by the Airport Director and may be changed from time-to-time ("**Gate 16** Parking Lot"). The Gate 16 Parking Lot is shown in **Exhibit D** of this Lease Agreement**.**

The Parties acknowledge that as of the Effective Date of this Lease Agreement, the Airport is in the second phase of an expansion and renovation project; and that the Premises described in paragraphs "c" and "d" above are temporary solutions to Lessee's parking needs. As the expansion and renovation project progresses, the Airport Director may send a written reassignment to the same number of spaces in comparable locations in the long-term parking area(s) as necessary for construction and the efficient operation of the Airport and rental car operations.

Lessee accepts the Premises in its present state and agrees that they are in good condition, without any representation or warranty by Lessor as to the condition of the Premises. Notwithstanding the foregoing, Lessor shall deliver the Premises to Lessee vacant, without any occupancies or tenancies, and otherwise in a broom clean condition.

The installation, location and maintenance, at Lessee's sole cost and expense, of identifying signs in the Premises shall be subject to the prior written approval of the Airport Director, which approval shall not be unreasonably withheld, conditioned, or delayed. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Airport.

2. LEASE TERM

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of five (5) years, with two (2) "Option Terms" of five (5) years each.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement, there being no breaches then existing beyond any applicable cure period, and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term. Approval or denial of any Option Term shall be at the sole discretion of the City Manager. All terms, covenants and conditions of this Lease Agreement,

excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

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

3. RENT AND FEES

a. Base Rent. Lessee shall pay to Lessor first year Rent as follows:

i. **Terminal Space** of $334.00 per month, $4,008.00 per year (167 sq.ft. x $24.00/sf/year).

ii. **19 Ready Return Spaces** of $2,493.75 per month (19 spaces x $131.25/month/space), $29,925.00 per year.

iii. **7 Long-Term Parking Lot** of $420.00 per month (7 parking spaces x $60.00/month/space), $5,040.00 per year.

iv. **Gate 16 Parking** Lot of $911.77 per month, $10,941.20 per year (27,353 sq.ft. x $0.40/sf/year).

The Parties acknowledge that as of the Effective Date the Airport is in the second phase of an expansion and renovation project

Lessee shall pay for the first year **Base Monthly Rent** of **$4,159.52**, which is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. The total first year annual rent is $49,914.20. Lessee shall make payments to; City of Santa Fe, Finance Department, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. *Lessee to include the Item # listed on the top right of page 1 on all payments.

b. Gross Receipts Fee. Lessee agrees to remit to Lessor a gross receipts fee of ten Percent (10%). "Gross Receipts" are defined as any charges for the time a vehicle is rented and mileage traveled during that time for rentals initiated at the Airport. Lessee shall collect from its customers the 10% fee paid to Lessor by adding it as a separate line-item charge on each rental titled "Concession Fee." Lessee shall submit a detailed statement to Lessor with each Gross Receipts Fee payment.

All records, accounts, books, receipts and data on business activities shall be subject to inspection and audit by Lessor or Lessor's contractor at the discretion of the Airport Director. If an audit reveals a discrepancy of more than 5% of the gross receipts reported and the gross receipts determined by an audit for any 12-month period, Lessee shall pay the gross receipts fee on the difference, plus a 15% penalty amount added to the payment. If an audit reveals a discrepancy, Lessee agrees to reimburse Lessor for the cost of the audit or audits.

c. Penalty for Late Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full on or before the 10th day of each month, the rental payment shall be considered late and a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and

unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

d. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit E.**

e. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.

4. USE OF PREMISES

a. Use. Lessee shall use the Premises solely for the purpose of operating rental car services to patrons of the Airport; including and not limited to:
   i. Lessee may operate the Premises under one or more brands during the term of this Lease Agreement.
   ii. Storage only of Vehicles in the Ready Return Spaces and cleaning, maintenance and storage of vehicles in the Gate 16 Parking Lot. Storage of vehicles includes, without limitation, overnight parking.
   iii. Lessee may operate a shuttle to deliver customers to and from the Terminal Space, the Ready/Return parking spaces and/or Gate 16 Parking Lot.

b. Guarantee of Service. Lessee shall provide the following:
   i. Open to serve the public a minimum of 30 minutes before the first scheduled airline arrival and ending no sooner than 30 minutes after the last airline arrival,7-days per week, 365-days per year. Exceptions may be approved in advance by the Airport Director, in his or her sole discretion.
   ii. Service for all commercial airline flight passenger arrivals and departures that occur outside of normal daily operating hours.
   iii. At least one employee on duty during all operating hours.

c. Improvement of the Premises. Lessee may, with the prior written consent of the Airport Director, whose consent shall not be unreasonably withheld, conditioned or delayed, and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, and other applicable local, state and federal regulations. Lessee shall, upon the Airport Director's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

d. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from the Airport Director to do so, Lessee agrees that the fixtures and any personal property at the Premises shall be considered abandoned property, and Lessor may remove and dispose of the same as it sees fit. Lessee further agrees that should Lessor remove said trade

fixtures and personal property pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

e. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 1 0-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

a. During the Term of this Lease Agreement and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.

b. During the Term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements to the Premises that arise during the Term of this Lease Agreement.

c. Repairs and replacements required to be made by the Lessee to the Premises shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

d. Lessee shall at all times during the term of this Lease Agreement and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to:

   i. Terminal Space. Debris, mold and standing water.
   ii. Ready Return Parking Spaces. Debris.
   iii. Gate 16 Parking Lot. Snow, ice, debris, and standing water.

e. Lessor reserves the right for the Airport Director or their designee to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to the Airport Director, as determined in the Airport Director's sole but commercially reasonable discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.

f. Repair and maintenance shall be to the sole satisfaction of the Airport Director, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, at the discretion of the Airport Director, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

a. Lessee, at Lessee's sole cost and expense, agrees to provide the following:
   i. Janitorial supplies and services.
   ii. Phone, internet and related services.

b. Lessor, at Lessor's sole cost and expense, agrees to provide the following:
   i. All gas, electricity, water, sanitary sewer service and refuse deposal services.

ii. Pest control services.
iii. Snow removal services.

7. TAXES

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

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

9. INSURANCE

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

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

b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

c. Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

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

obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder during the Term of this Lease Agreement, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessor's counsel at the City Attorney's Office may demand defense from Lessee, and shall select counsel and direct litigation of Lessor's case.

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

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

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

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
   i. the breach;
   ii. the action required to cure the breach;
   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

b. Either Party may terminate this Lease Agreement with written notice to the other Party at least ninety (90) days prior to the requested termination date.

c. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
   i. Deterioration caused through reasonable use and ordinary wear and tear;
   ii. Alterations, improvements or conditions made with the Airport Director's written approval.

14. RIGHTS OF LESSOR

a. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protest of the Lessee, and to lease additional space to other concessions at the Airport regardless of any objection of the Lessee. The Airport Director may relocate the Lessee if the physical development of the Airport or the Airport Terminal requires relocation of the Lessee, provided the the Airport Director gives sixty (60) days' written notice to the Lessee and the Lessor compensates the Lessee for the Premises in one of the two following methods, at the Lessor's expense:

   i. If the Airport Director determines it has another location available at the Airport or in the Terminal which is generally comparable in location to that being taken for development, then the Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses; or

   ii. If the Airport Director determines that Lessee cannot be relocated as described above, then Lessor shall purchase from Lessee the Lessee-owned facilities to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the improvements taken.

b. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules, and codes now or hereafter in effect.

c. The Airport Director, Airport Security Coordinator, and Airport security guards may have towed or booted at Lessee’s expense any vehicle owned or rented by Lessee that is not parked in the Ready/Return, Parking Lot, or other area approved in writing by the Airport Director.

15. RIGHTS OF LESSEE

a. Lessee shall have the right, but shall not be required:

   i. To the non-exclusive use, in common with others, of the Airport, appurtenances, and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas;

   ii. To install, operate, maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business; and

   iii. Of access to and from the Premises, limited to streets, driveways, and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, and patrons.

b. Lessee is authorized, but not required, to provide the services set forth above in Section 4 (Use of Premises).

16. NOTICE

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

To Lessor:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Lessee:	Avis Budget Car Rental, LLC Attn. Properties Department 379 Interpace Parkway Parsippany, NJ 07054
With a copy to:	City of Santa Fe Attn. Airport Director P.O. Box 909 Santa Fe, NM 87504		Avis Budget Car Rental, LLC Director - Properties 513 Eccles Avenue South San Francisco, CA 94080
	City of Santa Fe Attn. Asset Development Manager P.O. Box 909 Santa Fe, New Mexico 87504		

17. NO WAIVER

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

18. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT

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

20. BINDING EFFECT

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

21. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns. In any case arising out of this Lease or Contractor's possession of the Premises, Lessor's counsel at the City Attorney's Office shall have sole discretion to select counsel.

22. HEADINGS

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

23. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

24. AMENDMENT

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

25. <u>SECURITY DEPOSIT</u>

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from the City's Airport Director or Administrative Manager, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, the City's Airport Director shall have the right to increase the Security Deposit to the extent necessary, in the Airport Director's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in the Airport Director's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial

condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

26. CONSTRUCTION OF IMPROVEMENTS

a. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction and such evidence may take on of the following forms:
   i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or
   ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until the Airport Director acknowledges satisfactory completion of construction of Improvements.

b. Turnover or Removal of Improvements.
   i. Turnover of Improvements – If the Airport Director directs that the Improvements be turned over to Lessor at the expiration of this Lease Agreement, they shall be turned over in a state of good condition and repair.
   ii. Removal of Improvements – If the Airport Director directs that the Improvements be removed, all or in part, prior to the expiration or termination of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property, use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.
   iii. Removal of Hazardous Materials – All hazardous materials on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Lease Agreement, whether or not the Improvements remain on the Premises.

27. OBSERVATION OF LAWS, RULES, REGULATIONS, AND FAA GRANT ASSURANCES

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations reasonably promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state, the county and the City now or hereafter in effect.

28. FAIR AND NONDISCRIMINATORY SERVICES

Lessee, in the conduct of its authorized business activities, shall furnish good, prompt, and efficient service in compliance with all applicable laws, rules, and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to the Airport Director. Lessee shall not permit its employees or agents to solicit customers on public property.

29. CIVIL RIGHTS ASSURANCES

a. Lessee agrees for itself, its employees, and its contractors and subcontractors that:

   i. No person shall be excluded from participation in, benefits of, or otherwise subjected to discrimination in the use of the Airport on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status;

   ii. In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status; and

   iii. Lessee shall comply with all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Subtitle A, Part 21 in using Airport premises or providing services initiated at the Airport.

   iv. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall be excluded from employment activities or any covered service or benefit on a prohibited basis by Lessee, an employee of Lessee, or any contractor or subcontractor.

30. ENVIRONMENTAL PROTECTIONS

a. Lessee shall not commit or permit commission of any waste on the Airport, or any nuisance or other act or thing that may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

b. Lessee shall, at all times, comply with all applicable laws, rules, and regulations of the federal, state, and local government entities. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash, or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason of risk of explosion, fire, or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protections regulations.

c. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants, and aircraft deicing fluids) which is or becomes designated, classified, or regulated as being "toxic," "hazardous," a "pollutant," or similar designation under any federal, state, or local law, regulation, or ordinance.

d. Pursuant to Section 10 (Indemnification) above, Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert, and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any of Lessee's contractors or sub-tenant's activities, whether before, during, or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connections with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, or any resulting damages or injuries to the person or property or which is brought against Lessor, whether alone or together with Lessee or any other person.

e. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the premises. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects, or believes there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the Airport, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

31. NONEXCLUSIVE RIGHTS

a. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Lease Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Lease Agreement the exclusive right to the use of the common areas and facilities of the Airport.

b. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to lessees, including other ground, air, and transportation services. Lessor shall not in the future form any other Agreement more favorable or less restrictive to Lessee's than set forth in this Lease Agreement. Lessor understands and agrees that nothing in this Lease Agreement shall be

construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

32. SUBORDINATE PROVISIONS

This Lease Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreement between the Airport and its appurtenant facilities, the execution of which have been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion, or development of said airport or its facilities.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR: **CITY OF SANTA FE**

_____
MICHAEL J. GARCIA, MAYOR

DATE: _____

LESSEE: **AVIS BUDGET CAR RENTAL, LLC**

_____
JEFFREY LUNA, VICE PRESIDENT

DATE: Feb 5, 2026

ATTEST:

_____
GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Kevin L. Nault
Kevin L. Nault (Feb 5, 2026 16:44:54 MST)
_____
KEVIN L. NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 5456050.460150

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Exhibit A – Premises, Terminal Space Office 107

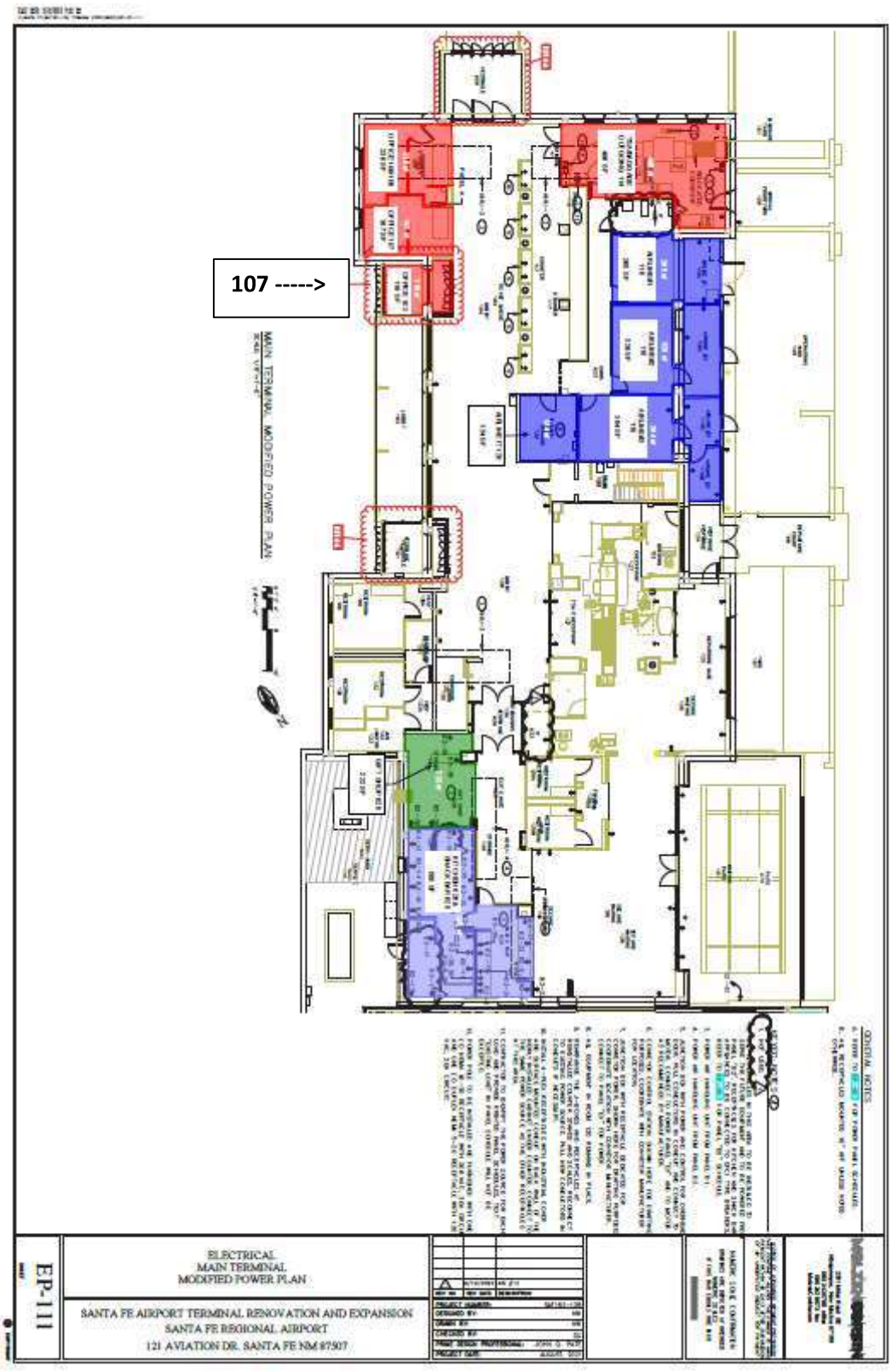

Exhibit B – Premises, 19 Ready Return Spaces Shaded in Red

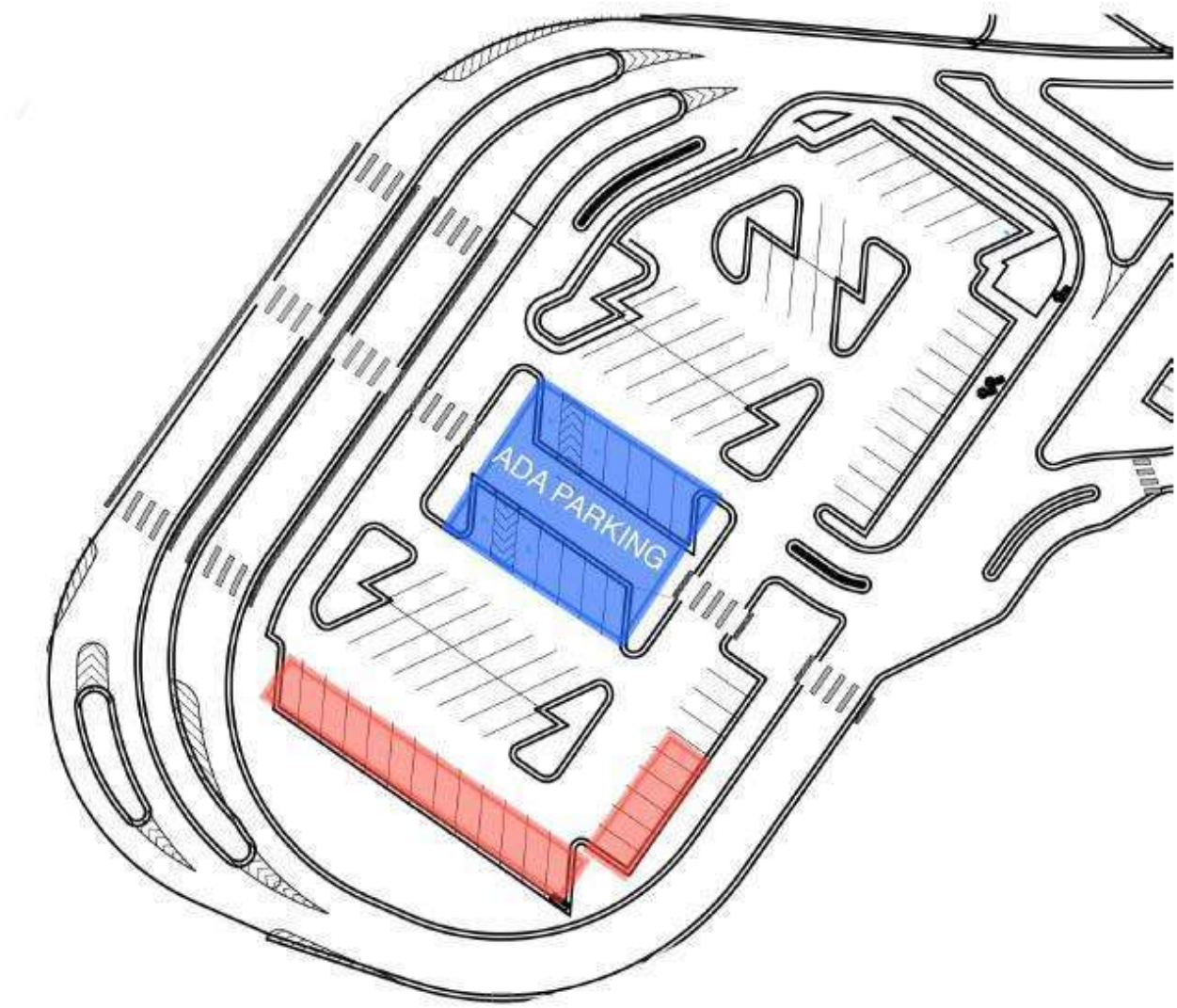

Exhibit C – Premises, 7-Long-Term Parking Spaces Shaded in Red

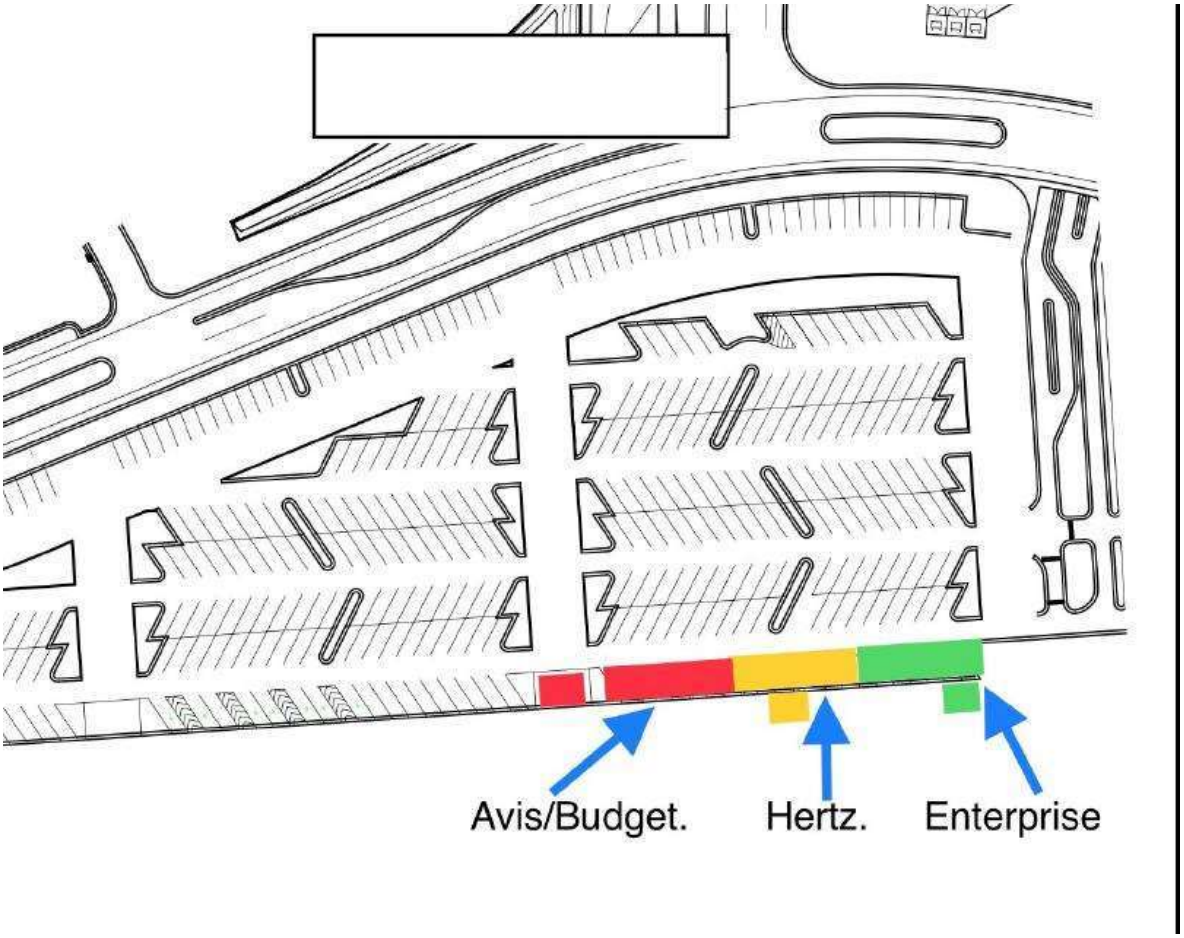

Exhibit D – Premises, Gate 16 Parking Lot

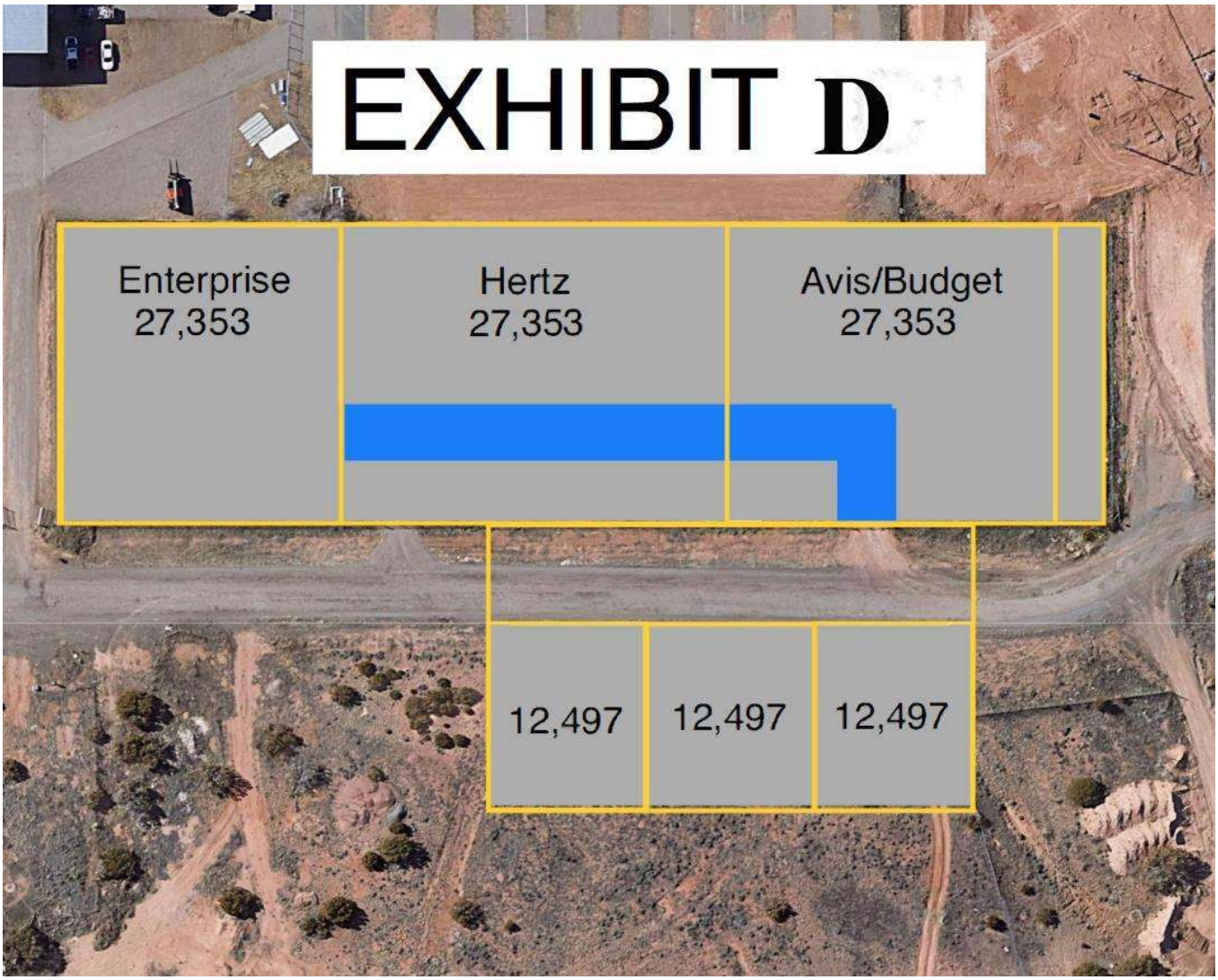

Exhibit E – Rent Schedule

Option Years	Year	Term Dates		Total Annual Rent	Escalation	Monthly Rent
	1	3/1/2026	2/28/2027	$49,914.20		$4,159.52
	2	3/1/2027	2/28/2028	$51,162.06	2.50%	$4,263.50
	3	3/1/2028	2/28/2029	$52,441.11	2.50%	$4,370.09
	4	3/1/2029	2/28/2030	$53,752.13	2.50%	$4,479.34
	5	3/1/2030	2/28/2031	$55,095.94	2.50%	$4,591.33
*	6	3/1/2031	2/28/2032	$56,473.34	2.50%	$4,706.11
*	7	3/1/2032	2/28/2033	$57,885.17	2.50%	$4,823.76
*	8	3/1/2033	2/28/2034	$59,332.30	2.50%	$4,944.36
*	9	3/1/2034	2/28/2035	$60,815.61	2.50%	$5,067.97
*	10	3/1/2035	2/28/2036	$62,336.00	2.50%	$5,194.67
*	11	3/1/2036	2/28/2037	$63,894.40	2.50%	$5,324.53
*	12	3/1/2037	2/28/2038	$65,491.76	2.50%	$5,457.65
*	13	3/1/2038	2/28/2039	$67,129.05	2.50%	$5,594.09
*	14	3/1/2039	2/28/2040	$68,807.28	2.50%	$5,733.94
*	15	3/1/2040	2/28/2041	$70,527.46	2.50%	$5,877.00

* Option Terms

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2025

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

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

PRODUCER
Aon Risk Services, Inc of Florida
701 Brickell Avenue
Suite 3200
Miami FL 33131 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Company	20443
INSURER B:	American Casualty Co. of Reading PA	20427
INSURER C:	The Continental Insurance Company	35289
INSURER D:	Transportation Insurance Co.	20494
INSURER E:	ACE Property & Casualty Insurance Co.	20699
INSURER F:		

INSURED
Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries including Avis Rent A Car System, LLC, Budget Rent A Car System, Inc.and Budget Truck Rental, LLC. 379 Interpace Parkway Parsippany NJ 07054 USA

COVERAGES **CERTIFICATE NUMBER:** 570113525314 **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. **Limits shown are as requested**

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 [ ] PRO-JECT [X] LOC OTHER:			9001603190	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$3,000,000 $1,000,000 Excluded $3,000,000 $4,000,000 $4,000,000 $25,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Garage Keepers Liab			BUA 7001700830 BUA 2083558793 Auto Self Insured	07/01/2025 07/01/2025	07/01/2026 07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			XEUG28130168010 SIR applies per policy terms & conditions	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
B C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4014106301 4014106346 4014106265	07/01/2025 07/01/2025 07/01/2025	07/01/2026 07/01/2026 07/01/2026	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached. RE: SANTA FE MUNICIPAL AIRPORT, 121 AVIATION DRIVE, UNIT 3, SANTA FE, NM 87504-0909.

CERTIFICATE HOLDER

CITY OF SANTA FE
INSURANCE CERTIFICATE ENCLOSED
PO Box 909
SANTA FE NM 87504-0909 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

Holder Identifier : 1490

Certificate No : 570113525314

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AGENCY CUSTOMER ID: 570000090178

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services, Inc of Florida	Avis Budget Group, Inc.; Avis Budget
POLICY NUMBER: See Certificate Number: 570113525314	
CARRIER: See Certificate Number: 570113525314 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

.

THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.

Insured: Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries, Avis Rent A Car System, LLC, Budget Rent A Car System, Inc, Budget Truck Rental, LLC, Payless Car Rental, Inc. 379 Interpace Parkway, Parsippany, NJ 07054 USA

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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

Signature: Terry Lease
Terry Lease (Feb 16, 2026 07:34:45 MST)

Email: tjlease@santafenm.gov

Signature: Jimmy Gunn
Jimmy Gunn (Feb 16, 2026 10:57:30 MST)

Email: jdgunn@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Date: February 19, 2026

To: Mayor Michael J. Garcia and Governing Body
Public Works & Utilities and Finance Committees

Via: Brian J. Moya, Interim City Manager BM

From: Jimmy Gunn, Interim Director, Santa Fe Regional Airport JG

Terry Lease, Manager, Asset Development TL

Subject: Lease Agreement Between City of Santa Fe and The Hertz Corporation

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ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a Lease Agreement between the City of Santa Fe (Santa Fe Regional Airport) and The Hertz Corporation, dba Hertz Rent A Car and Dollar Rent A Car; (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov).

BACKGROUND AND SUMMARY:

The City of Santa Fe owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico. The Lease Agreement, if approved, will allow Lessee the use of 236 square feet of counter and office space in the Terminal Building, 19 "Ready/Return" parking spaces in the Short-Term Parking Lot in front of the Terminal Building, 7 parking spaces in the Long-Term Parking Lot for staging and cleaning of vehicles, and 27,353 square feet of fenced parking lot in the Gate 16 Parking Lot for long and short-term vehicle parking.

The initial term of the proposed Lease Agreement is five (5) years, with two (2) option terms of five (5) years each. The base rent shall be $51,570.20 per year ($4,297.52 per month) and shall escalate at 2.5% per year.

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Munis Org Name/Number: 5456050

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM # _____

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND THE HERTZ CORPORATION

This LEASE AGREEMENT ("Lease Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico ("City" or "Lessor") and THE HERTZ CORPORATION, a Delaware corporation, dba Hertz Rent A Car and Dollar Rent A Car ("Lessee"), collectively the "Parties."

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico; and

WHEREAS, operations at the Airport are subject to laws, rules, and regulations including Chapter 3 of the Santa Fe City Code of 1987 and the rules, fees, and minimum standards adopted thereunder; Chapter 64 of the New Mexico Statutes Annotated 1978 compilation, especially Article 1; 14 C.F.R. Parts 139, 158, and 170; and Federal Aviation Administration ("F.A.A.") grant assurances, Order 5190.6B on airport operations as updated, and policies including those on airport revenue use (64 C.F.R. 7715, as amended) and hangar use (81 F.R. 38910, as amended); and

WHEREAS, services provided by Airport tenants benefit general aviation at the Airport, commercial aviation operators and passengers, and residents of the City and of Santa Fe County; and

WHEREAS the City operates a terminal building on the Airport known as Santa Fe Regional Airport Terminal ("Terminal"), located on the Airport at the end of Aviation Drive, Santa Fe, New Mexico for the purpose of providing safe and reliable air transportation services and supporting travel amenities; and

WHEREAS, Lessee wishes to provide rental car services at the Airport; and

WHEREAS, the City desires to lease a portion of the Terminal and Airport parking areas to Lessee for the purpose of providing rental car services to patrons of the Airport.

WITNESSETH:

In consideration of the Lessee's promises herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, the following (collectively the "Premises."):

a. 236 square feet of counter, office, and baggage handling spaces in the Terminal (collectively **"Terminal Space"**) and identified as Offices 108 and 109, as shown on **Exhibit A** of this Lease Agreement.

b. **19 "Ready/Return"** parking spaces in Section "A" of the Short-term Parking Lot located immediately in front of the terminal building and as depicted in yellow on **Exhibit B** of this Lease Agreement. The Ready Return parking spaces are designated by the Airport Director and may be changed from time-to-time.

c. **7 "Long-Term"** parking spaces in the Long Term Parking Lot as depicted in yellow on **Exhibit C** of this Lease Agreement. The Long Term parking spaces are designated by the Airport Director and may be changed from time-to-time. Lessee is authorized to wash vehicles in these spaces and to place one storage structure, not to exceed a footprint of 12'x12.'

d. 27,353 square feet of fenced parking lot in the **Gate 16 Parking Lot** designated by the Airport Director and may be changed from time-to-time ("**Gate 16** Parking Lot"). The Gate 16 Parking Lot is shown in **Exhibit D** of this Lease Agreement**.**

The Parties acknowledge that as of the Effective Date of this Lease Agreement, the Airport is in the second phase of an expansion and renovation project; and that the Premises described in paragraphs "c" and "d" above are temporary solutions to Lessee's parking needs. As the expansion and renovation project progresses, the Airport Director may send a written reassignment to the same number of spaces in comparable locations in the long-term parking area(s) as necessary for construction and the efficient operation of the Airport and rental car operations.

Lessee accepts the Premises in its present state and agrees that they are in good condition, without any representation or warranty by Lessor as to the condition of the Premises. Notwithstanding the foregoing, Lessor shall deliver the Premises to Lessee vacant, without any occupancies or tenancies, and otherwise in a broom clean condition.

The installation, location and maintenance, at Lessee's sole cost and expense, of identifying signs in the Premises shall be subject to the prior written approval of the Airport Director, which approval shall not be unreasonably withheld, conditioned, or delayed. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Airport.

2. LEASE TERM

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of five (5) years, with two (2) "Option Terms" of five (5) years each.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement, there being no breaches then existing beyond any applicable cure period, and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term. Approval or denial of any Option Term shall be at the sole discretion of the City Manager. All terms, covenants and conditions of this Lease Agreement,

excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

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

3. RENT AND FEES

a. Base Rent. Lessee shall pay to Lessor first year Rent as follows:

i. **Terminal Space** of $472.00 per month, $5,664.00 per year (236 sq.ft. x $24.00/sf/year).

ii. **19 Ready Return Spaces** of $2,493.75 per month (19 spaces x $131.25/month/space), $29,925.00 per year.

iii. **7 Long-Term Parking Lot** of $420.00 per month (7 parking spaces x $60.00/month/space), $5,040.00 per year.

iv. **Gate 16 Parking** Lot of $911.77 per month, $10,941.20 per year (27,353 sq.ft. x $0.40/sf/year).

The Parties acknowledge that as of the Effective Date the Airport is in the second phase of an expansion and renovation project

Lessee shall pay for the first year **Base Monthly Rent** of **$4,297.52,** which is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. The total first year annual rent is $51,570.20. Lessee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. *Lessee to include the Item # listed on the top right of page 1 on all payments.

b. Gross Receipts Fee. Lessee agrees to remit to Lessor a gross receipts fee of ten Percent (10%). "Gross Receipts" are defined as any charges for the time a vehicle is rented and mileage traveled during that time for rentals initiated at the Airport. Lessee shall collect from its customers the 10% fee paid to Lessor by adding it as a separate line-item charge on each rental titled "Concession Fee." Lessee shall submit a detailed statement to Lessor with each Gross Receipts Fee payment.

All records, accounts, books, receipts and data on business activities shall be subject to inspection and audit by Lessor or Lessor's contractor at the discretion of the Airport Director. If an audit reveals a discrepancy of more than 5% of the gross receipts reported and the gross receipts determined by an audit for any 12-month period, Lessee shall pay the gross receipts fee on the difference, plus a 15% penalty amount added to the payment. If an audit reveals a discrepancy, Lessee agrees to reimburse Lessor for the cost of the audit or audits.

c. Penalty for Late Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full on or before the 10th day of each month, the rental payment shall be considered late and a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and

unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

d. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit E.**

e. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.

4. USE OF PREMISES

a. Use. Lessee shall use the Premises solely for the purpose of operating rental car services to patrons of the Airport; including and not limited to:
   i. Lessee may operate the Premises under one or more brands during the term of this Lease Agreement.
   ii. Storage only of Vehicles in the Ready Return Spaces and cleaning, maintenance and storage of vehicles in the Gate 16 Parking Lot. Storage of vehicles includes, without limitation, overnight parking.
   iii. Lessee may operate a shuttle to deliver customers to and from the Terminal Space, the Ready/Return parking spaces and/or Gate 16 Parking Lot.

b. Guarantee of Service. Lessee shall provide the following:
   i. Open to serve the public a minimum of 30 minutes before the first scheduled airline arrival and ending no sooner than 30 minutes after the last airline arrival,7-days per week, 365-days per year. Exceptions may be approved in advance by the Airport Director, in his or her sole discretion.
   ii. Service for all commercial airline flight passenger arrivals and departures that occur outside of normal daily operating hours.
   iii. At least one employee on duty during all operating hours.

c. Improvement of the Premises. Lessee may, with the prior written consent of the Airport Director, whose consent shall not be unreasonably withheld, conditioned or delayed, and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, and other applicable local, state and federal regulations. Lessee shall, upon the Airport Director's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

d. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from the Airport Director to do so, Lessee agrees that the fixtures and any personal property at the Premises shall be considered abandoned property, and Lessor may remove and dispose of the same as it sees fit. Lessee further agrees that should Lessor remove said trade

fixtures and personal property pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

e. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 1 0-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

a. During the Term of this Lease Agreement and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.

b. During the Term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements to the Premises that arise during the Term of this Lease Agreement.

c. Repairs and replacements required to be made by the Lessee to the Premises shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

d. Lessee shall at all times during the term of this Lease Agreement and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to:
   i. Terminal Space. Debris, mold and standing water.
   ii. Ready Return Parking Spaces. Debris.
   iii. Gate 16 Parking Lot. Snow, ice, debris, and standing water.

e. Lessor reserves the right for the Airport Director or their designee to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to the Airport Director, as determined in the Airport Director's sole but commercially reasonable discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.

f. Repair and maintenance shall be to the sole satisfaction of the Airport Director, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, at the discretion of the Airport Director, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

a. Lessee, at Lessee's sole cost and expense, agrees to provide the following:
   i. Janitorial supplies and services.
   ii. Phone, internet and related services.

b. Lessor, at Lessor's sole cost and expense, agrees to provide the following:
   i. All gas, electricity, water, sanitary sewer service and refuse deposal services.

ii. Pest control services.
iii. Snow removal services.

7. TAXES

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

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

9. INSURANCE

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

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

b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

c. Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

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

obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder during the Term of this Lease Agreement, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessor's counsel at the City Attorney's Office may demand defense from Lessee, and shall select counsel and direct litigation of Lessor's case.

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

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

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

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
   i. the breach;
   ii. the action required to cure the breach;
   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

b. Either Party may terminate this Lease Agreement with written notice to the other Party at least ninety (90) days prior to the requested termination date.

c. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
   i. Deterioration caused through reasonable use and ordinary wear and tear;
   ii. Alterations, improvements or conditions made with the Airport Director's written approval.

14. RIGHTS OF LESSOR

a. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protest of the Lessee, and to lease additional space to other concessions at the Airport regardless of any objection of the Lessee. The Airport Director may relocate the Lessee if the physical development of the Airport or the Airport Terminal requires relocation of the Lessee, provided the the Airport Director gives sixty (60) days' written notice to the Lessee and the Lessor compensates the Lessee for the Premises in one of the two following methods, at the Lessor's expense:

   i. If the Airport Director determines it has another location available at the Airport or in the Terminal which is generally comparable in location to that being taken for development, then the Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses; or

   ii. If the Airport Director determines that Lessee cannot be relocated as described above, then Lessor shall purchase from Lessee the Lessee-owned facilities to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the improvements taken.

b. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules, and codes now or hereafter in effect.

c. The Airport Director, Airport Security Coordinator, and Airport security guards may have towed or booted at Lessee’s expense any vehicle owned or rented by Lessee that is not parked in the Ready/Return, Parking Lot, or other area approved in writing by the Airport Director.

15. RIGHTS OF LESSEE

a. Lessee shall have the right, but shall not be required:

   i. To the non-exclusive use, in common with others, of the Airport, appurtenances, and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas;

   ii. To install, operate, maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business; and

   iii. Of access to and from the Premises, limited to streets, driveways, and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, and patrons.

b. Lessee is authorized, but not required, to provide the services set forth above in Section 4 (Use of Premises).

16. NOTICE

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

To Lessor: City of Santa Fe
Attn. City Manager
P.O. Box 909
Santa Fe, NM 87504

To Lessee: The Hertz Corporation
Attn. Real Estate Dept. at
airports@hertz.com
8501 Williams Road
Estero, Florida 33928

With a copy to: City of Santa Fe
Attn. Airport Director
P.O. Box 909
Santa Fe, NM 87504

City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, New Mexico 87504

17. NO WAIVER

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

18. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT

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

20. BINDING EFFECT

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

21. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns. In any case arising out of this Lease or Contractor's possession of the Premises, Lessor's counsel at the City Attorney's Office shall have sole discretion to select counsel.

22. HEADINGS

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

23. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

24. AMENDMENT

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

25. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from the City's Airport Director or Administrative Manager, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, the City's Airport Director shall have the right to increase the Security Deposit to the extent necessary, in the Airport Director's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in the Airport Director's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial

condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

26. CONSTRUCTION OF IMPROVEMENTS

a. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction and such evidence may take on of the following forms:
   i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or
   ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until the Airport Director acknowledges satisfactory completion of construction of Improvements.

b. Turnover or Removal of Improvements.
   i. Turnover of Improvements – If the Airport Director directs that the Improvements be turned over to Lessor at the expiration of this Lease Agreement, they shall be turned over in a state of good condition and repair.
   ii. Removal of Improvements – If the Airport Director directs that the Improvements be removed, all or in part, prior to the expiration or termination of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property, use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.
   iii. Removal of Hazardous Materials – All hazardous materials on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Lease Agreement, whether or not the Improvements remain on the Premises.

27. OBSERVATION OF LAWS, RULES, REGULATIONS, AND FAA GRANT ASSURANCES

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations reasonably promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state, the county and the City now or hereafter in effect.

28. FAIR AND NONDISCRIMINATORY SERVICES

Lessee, in the conduct of its authorized business activities, shall furnish good, prompt, and efficient service in compliance with all applicable laws, rules, and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to the the Airport Director. Lessee shall not permit its employees or agents to solicit customers on public property.

29. CIVIL RIGHTS ASSURANCES

a. Lessee agrees for itself, its employees, and its contractors and subcontractors that:

   i. No person shall be excluded from participation in, benefits of, or otherwise subjected to discrimination in the use of the Airport on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status;

   ii. In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status; and

   iii. Lessee shall comply with all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Subtitle A, Part 21 in using Airport premises or providing services initiated at the Airport.

   iv. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall be excluded from employment activities or any covered service or benefit on a prohibited basis by Lessee, an employee of Lessee, or any contractor or subcontractor.

30. ENVIRONMENTAL PROTECTIONS

a. Lessee shall not commit or permit commission of any waste on the Airport, or any nuisance or other act or thing that may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

b. Lessee shall, at all times, comply with all applicable laws, rules, and regulations of the federal, state, and local government entities. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash, or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason of risk of explosion, fire, or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protections regulations.

c. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants, and aircraft deicing fluids) which is or becomes designated, classified, or regulated as being "toxic," "hazardous," a "pollutant," or similar designation under any federal, state, or local law, regulation, or ordinance.

d. Pursuant to Section 10 (Indemnification) above, Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert, and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any of Lessee's contractors or sub-tenant's activities, whether before, during, or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connections with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, or any resulting damages or injuries to the person or property or which is brought against Lessor, whether alone or together with Lessee or any other person.

e. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the premises. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects, or believes there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the Airport, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

31. NONEXCLUSIVE RIGHTS

a. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Lease Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Lease Agreement the exclusive right to the use of the common areas and facilities of the Airport.

b. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to lessees, including other ground, air, and transportation services. Lessor shall not in the future form any other Agreement more favorable or less restrictive to Lessee's than set forth in this Lease Agreement. Lessor understands and agrees that nothing in this Lease Agreement shall be

construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

32. SUBORDINATE PROVISIONS

This Lease Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreement between the Airport and its appurtenant facilities, the execution of which have been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion, or development of said airport or its facilities.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR: **CITY OF SANTA FE**

_____
MICHAEL J. GARCIA, MAYOR

DATE: _____

LESSEE: **THE HERTZ CORPORATION**

Jim Boucher
Jim Boucher (Feb 19, 2026 08:45:29 EST)
_____
JIM BOUCHER, GLOBAL VICE PRESIDENT REAL ESTATE & FACILITES

DATE: Feb 19, 2026

ATTEST:

_____
GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Kevin L. Nault
Kevin L. Nault (Feb 19, 2026 13:06:13 MST)
_____
KEVIN L. NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 5456050.460150

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Exhibit A – Premises, Terminal Space Offices 108/109

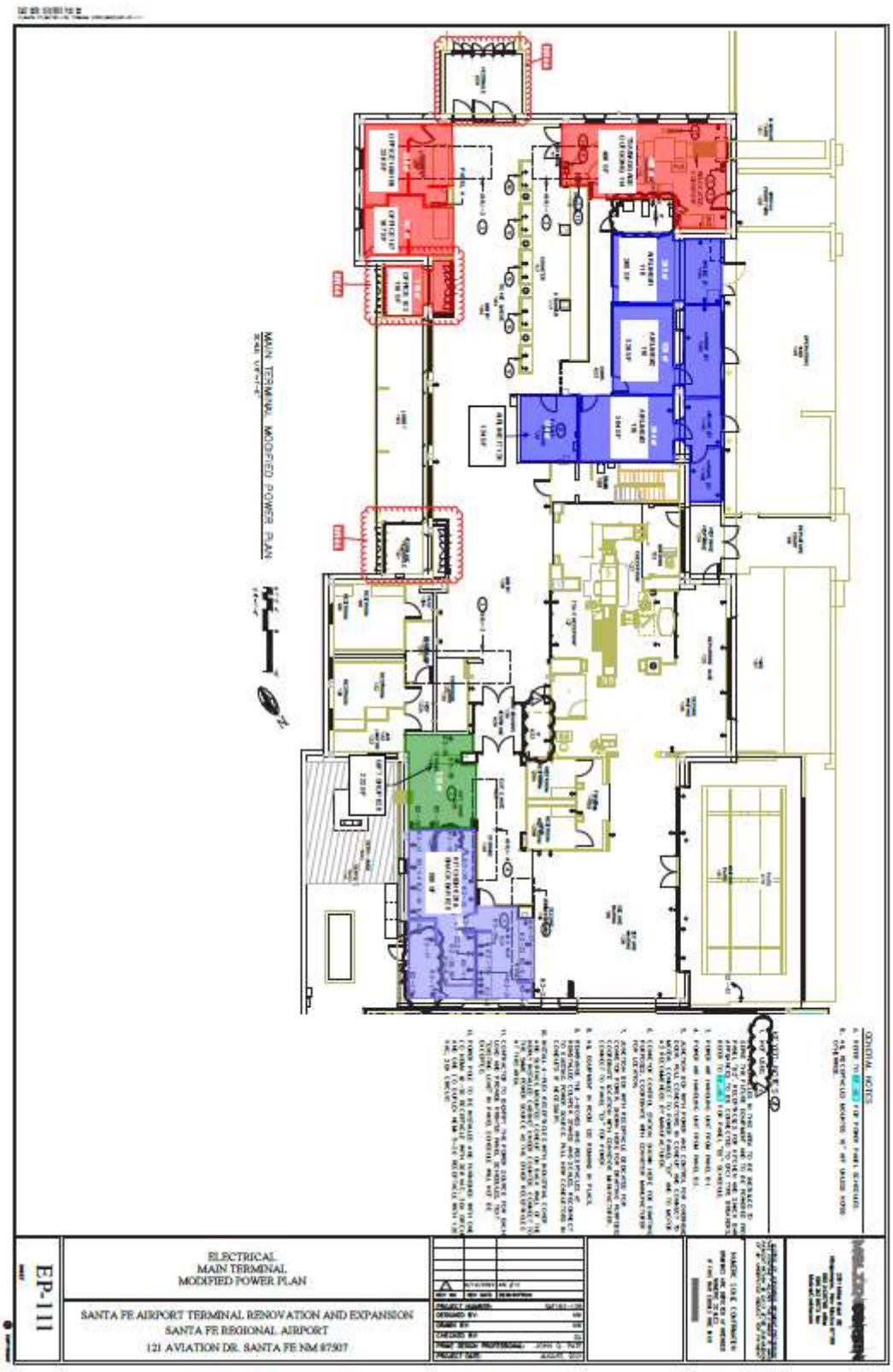

Exhibit B – Premises, 19 Ready Return Spaces Shaded in Yellow

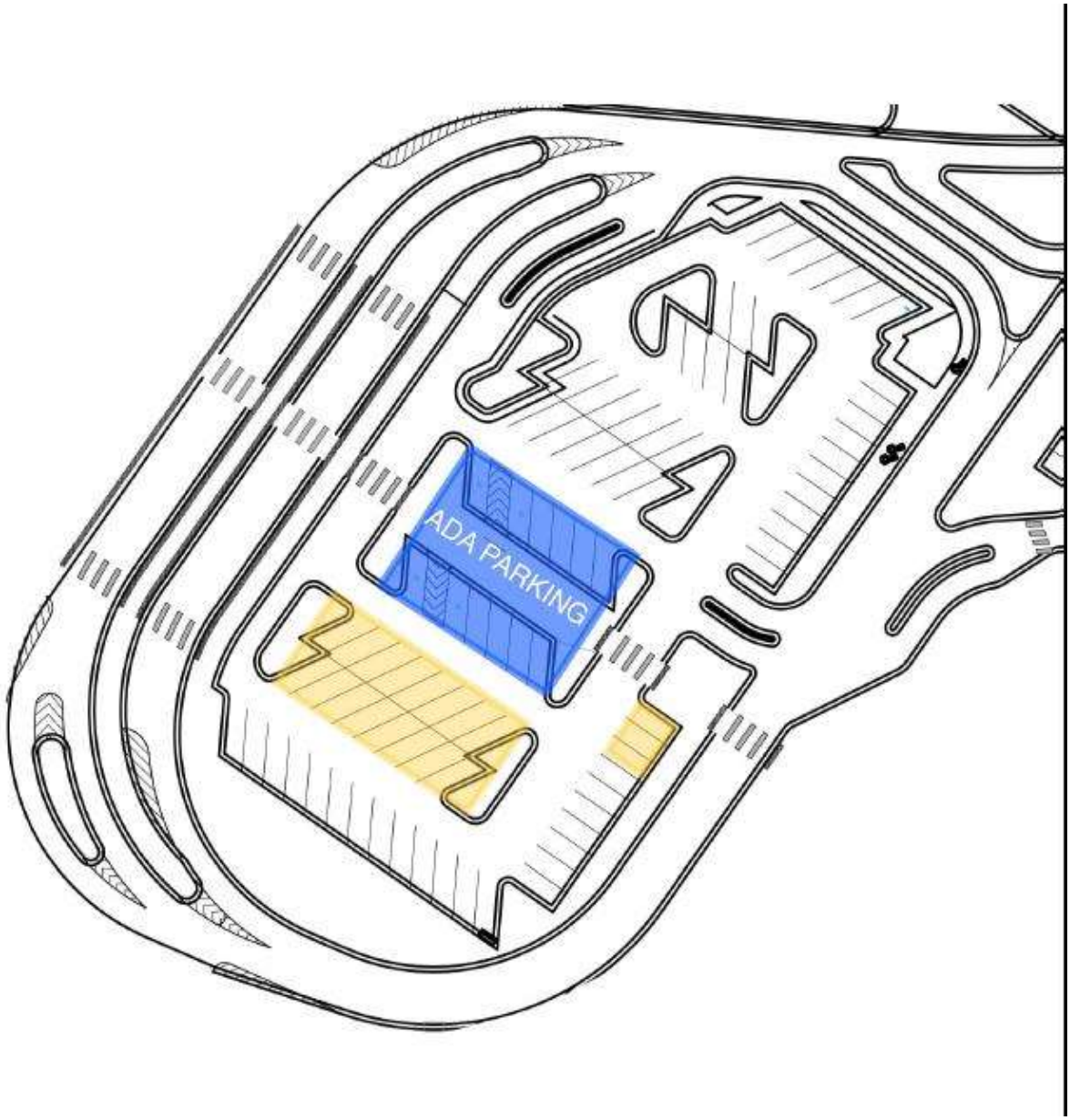

Exhibit C – Premises, 7 Long-Term Parking Spaces Shaded in Yellow

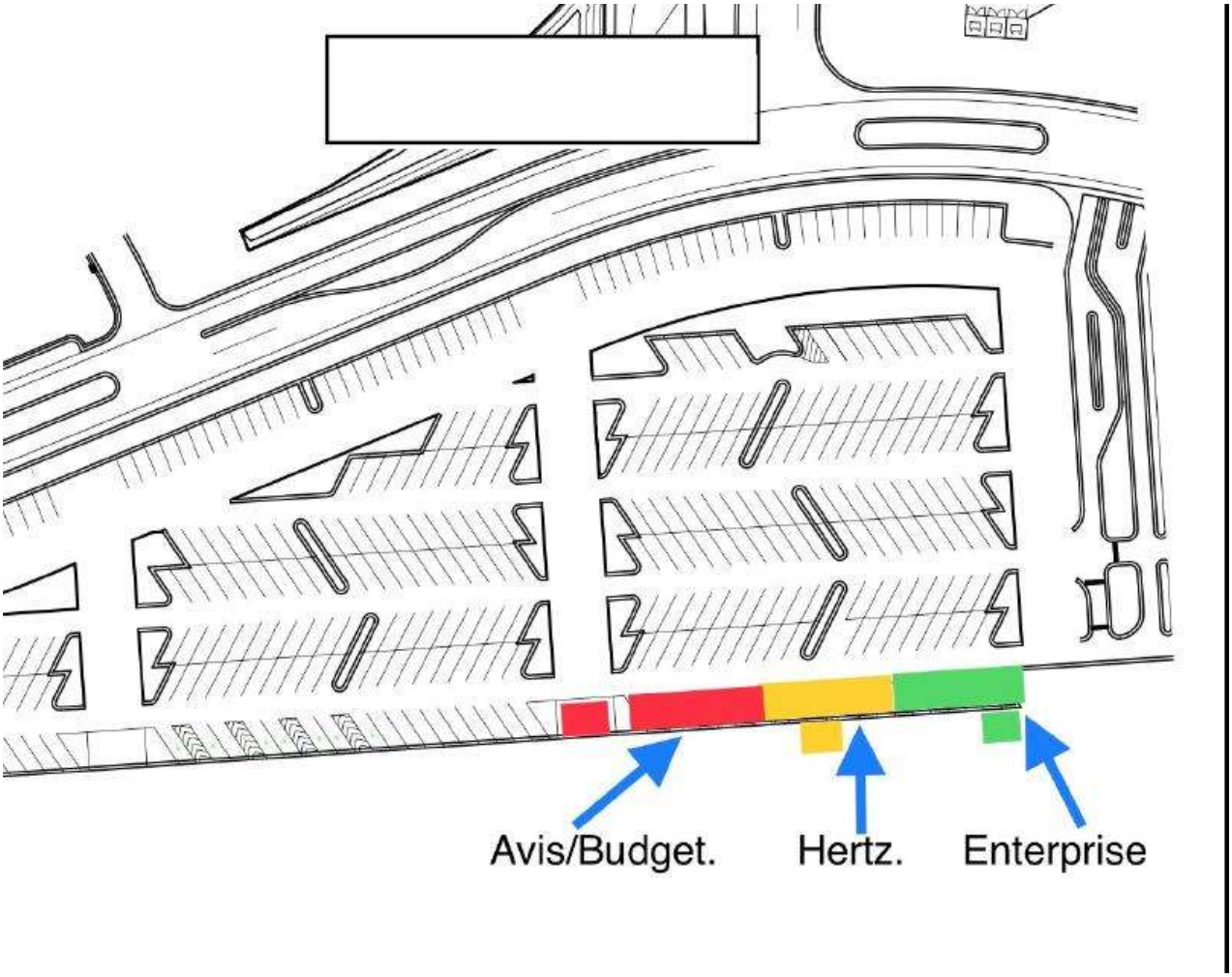

Exhibit D – Premises, Gate 16 Parking Lot

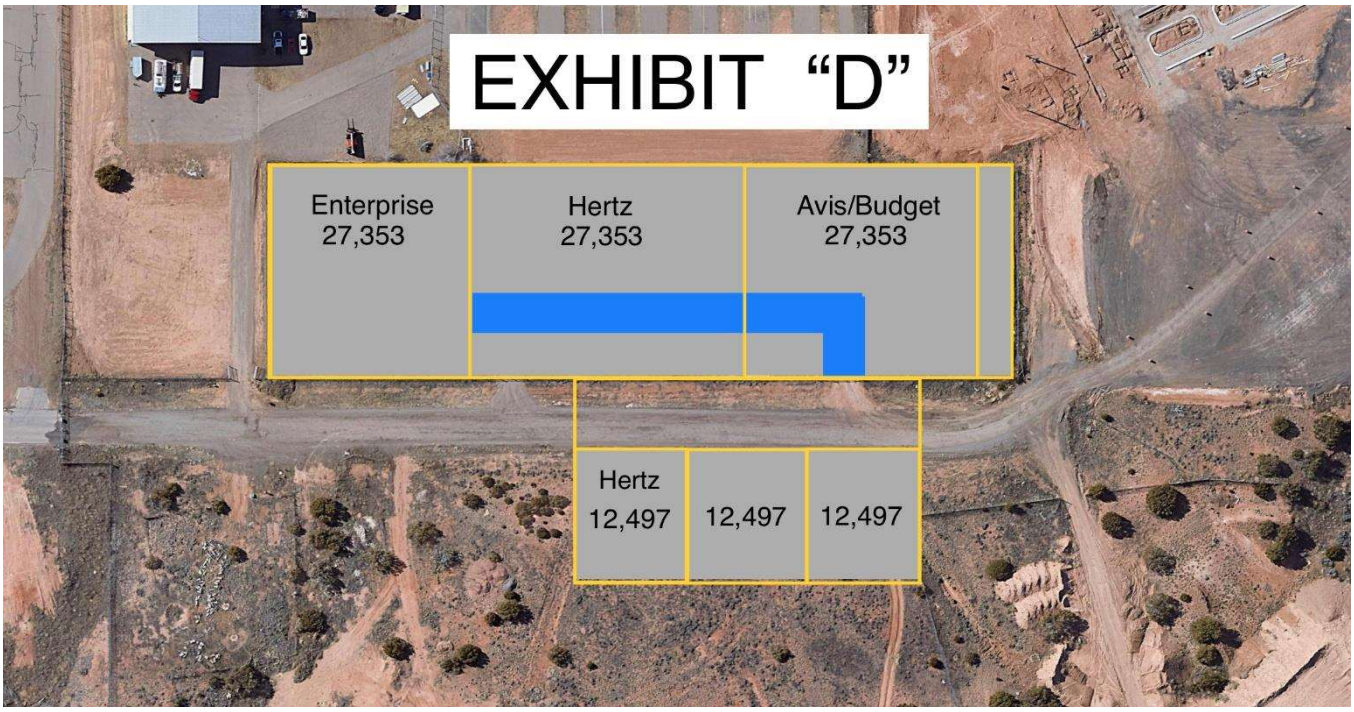

Exhibit E – Rent Schedule

Option Years	Year	Term Dates		Total Annual Rent	Escalation	Monthly Rent
	1	3/1/2026	2/28/2027	$51,570.20		$4,297.52
	2	3/1/2027	2/28/2028	$52,859.46	2.50%	$4,404.95
	3	3/1/2028	2/28/2029	$54,180.94	2.50%	$4,515.08
	4	3/1/2029	2/28/2030	$55,535.46	2.50%	$4,627.96
	5	3/1/2030	2/28/2031	$56,923.85	2.50%	$4,743.65
*	6	3/1/2031	2/28/2032	$58,346.95	2.50%	$4,862.25
*	7	3/1/2032	2/28/2033	$59,805.62	2.50%	$4,983.80
*	8	3/1/2033	2/28/2034	$61,300.76	2.50%	$5,108.40
*	9	3/1/2034	2/28/2035	$62,833.28	2.50%	$5,236.11
*	10	3/1/2035	2/28/2036	$64,404.11	2.50%	$5,367.01
*	11	3/1/2036	2/28/2037	$66,014.22	2.50%	$5,501.18
*	12	3/1/2037	2/28/2038	$67,664.57	2.50%	$5,638.71
*	13	3/1/2038	2/28/2039	$69,356.19	2.50%	$5,779.68
*	14	3/1/2039	2/28/2040	$71,090.09	2.50%	$5,924.17
*	15	3/1/2040	2/28/2041	$72,867.34	2.50%	$6,072.28

* Option Terms

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2026

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
Acentria Insurance - Sarasota
3800 South Tamiami Trail
Suite 325
Sarasota FL 34239

License#: L100460

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : AIG Specialty Insurance Company	26883
INSURER C : AIU Insurance Company	19399
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hertz Global Holdings, Inc.
8501 Williams Rd
Estero FL 33928-3325
HERTGLO-01

COVERAGES **CERTIFICATE NUMBER:** 1530038652 **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:			337-25-54	1/1/2026	1/1/2027	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 $ 5,000 $ 1,000,000 $ 10,000,000 $ 1,000,000 $
A A C A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4805386 4805387 4805388 4805390	1/1/2026 1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027 1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ See Acord 101 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			13011869	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
B C	**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		062790867 (AOS) 062790869 (WI)	1/1/2026 1/1/2026	1/1/2027 1/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Liability
Effective: January 1, 2026 to January 1, 2027

1) Auto Dealers Auto Liability (CA)
Policy #: 4805390
Limit: $2,000,000
Carrier: National Union

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acentria Insurance - Sarasota	Hertz Global Holdings, Inc. 8501 Williams Rd Estero FL 33928-3325
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

2) Rental Fleet Auto Liability (AOS)
Policy #: 4805386
Carrier: National Union Fire Insurance Company of Pittsburgh (States: CO, FL, HI, ID, MI, MN, NH, MN, OR, RI, SC, WI, & WV)
Limit: $100,000

3) Shuttle Bus Auto Liability (AOS)
Policy #: 4805387
Carrier: National Union Fire Insurance Company of Pittsburgh (States: CA,CO,CT,FL,HI, MI, NY, & TX)
Limit: $1,000,000

4) Shuttle Bus Auto Liability (MA)
Policy #: 4805388
Carrier: AIU Insurance Company (States: MA)
Limit: $1,000,000

Additional Named Insureds:
1. The Hertz Corporation
2. Hertz Vehicles, LLC
3. Hertz Local Edition (HLE)
4. Firely Rent A Car LLC
5. Dollar Thrifty Automotive Group, Inc.
6. DTG Operations, Inc.
7. DTG Operations, Inc. d/b/a Dollar Rent A Car
8. DTG Operations, Inc. d/b/a Thrifty Car Rental
9. Rental Car Finance Corp.
10. Thrifty Rent-A-Car System, Inc.
11. Dollar Rent A Car, Inc.
12. DTG Supply, Inc.
13. Thrifty Car Sales, Inc.
City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are included as additional insureds on the General Liability & Automobile Liability Policies as required by written contract.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2026
forms a part of Policy No. 337-25-54
issued to HERTZ CORPORATION, THE
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT (Primary Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

WHERE REQUIRED BY CONTRACT

SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above 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 of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance,** any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.

Authorized Representative or Countersignature (in States Where Applicable)

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

Signature: Terry Lease
Terry Lease (Feb 19, 2026 16:26:05 MST)

Email: tjlease@santafenm.gov

Signature: 

Email: jdgunn@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Date: February 13, 2026

To: Mayor Michael J. Garcia and Governing Body
Public Works & Utilities and Finance Committees

Via: Brian J. Moya, Interim City Manager BM

From: Jimmy Gunn, Interim Director, Santa Fe Regional Airport JG

Terry Lease, Manager, Asset Development TL

Subject: Lease Agreement Between City of Santa Fe and EAN Holdings, LLC

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a Lease Agreement between the City of Santa Fe (Santa Fe Regional Airport) and EAN Holdings, dba Enterprise Rent-A-Car and National Car Rental; (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov).

BACKGROUND AND SUMMARY:

The City of Santa Fe owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico. The Lease Agreement, if approved, will allow Lessee the use of 119 square feet of counter and office space in the Terminal building, identified as Office 102, 19 "Ready/Return" parking spaces in the Short-term Parking Lot in front of the Terminal, 7 parking spaces in the Long-Term Parking Lot for staging and cleaning of vehicles, and 27,353 square feet of fenced parking lot in the Gate 16 Parking Lot for long and short-term vehicle parking.

The initial term of the proposed Lease Agreement is five (5) years, with two (2) option terms of five (5) years each. The base rent shall be $48,762.20 per year ($4,063.52 per month) and shall escalate at 2.5% per year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

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

Munis Org Name/Number: 5456050

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins **Date:** 02/17/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: **N/A - Exempt** **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM # _____

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND EAN HOLDINGS, LLC
dba ENTERPRISE RENT-A-CAR AND NATIONAL CAR RENTAL

This LEASE AGREEMENT ("Lease Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico ("City" or "Lessor") and EAN HOLDINGS, LLC, a Delaware limited liability company, dba Enterprise Rent-a-Car and National Car Rental ("Lessee"), collectively the "Parties."

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico; and

WHEREAS, operations at the Airport are subject to laws, rules, and regulations including Chapter 3 of the Santa Fe City Code of 1987 and the rules, fees, and minimum standards adopted thereunder; Chapter 64 of the New Mexico Statutes Annotated 1978 compilation, especially Article 1; 14 C.F.R. Parts 139, 158, and 170; and Federal Aviation Administration ("F.A.A.") grant assurances, Order 5190.6B on airport operations as updated, and policies including those on airport revenue use (64 C.F.R. 7715, as amended) and hangar use (81 F.R. 38910, as amended); and

WHEREAS, services provided by Airport tenants benefit general aviation at the Airport, commercial aviation operators and passengers, and residents of the City and of Santa Fe County; and

WHEREAS the City operates a terminal building on the Airport known as Santa Fe Regional Airport Terminal ("Terminal"), located on the Airport at the end of Aviation Drive, Santa Fe, New Mexico for the purpose of providing safe and reliable air transportation services and supporting travel amenities; and

WHEREAS, Lessee wishes to provide rental car services at the Airport; and

WHEREAS, the City desires to lease a portion of the Terminal and Airport parking areas to Lessee for the purpose of providing rental car services to patrons of the Airport.

WITNESSETH:

In consideration of the Lessee's promises herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, the following (collectively the "Premises."):

a. 119 square feet of counter, office, and baggage handling spaces in the Terminal (collectively **"Terminal Space"**) and identified as Office 102, as shown on **Exhibit A** of this Lease Agreement.

b. 19 **"Ready/Return"** parking spaces in Section "A" of the Short-term Parking Lot located immediately in front of the terminal building and as depicted in green on **Exhibit B** of this Lease Agreement. The Ready Return parking spaces are designated by the Airport Director and may be changed from time-to-time.

c. **7 "Long-Term"** parking spaces in the Long Term Parking Lot as depicted in green on **Exhibit C** of this Lease Agreement. The Long Term parking spaces are designated by the Airport Director and may be changed from time-to-time. Lessee is authorized to wash vehicles in these spaces and to place one storage structure, not to exceed a footprint of 12'x12.'

d. 27,353 square feet of fenced parking lot in the **Gate 16 Parking Lot** designated by the Airport Director and may be changed from time-to-time ("**Gate 16** Parking Lot"). The Gate 16 Parking Lot is shown in **Exhibit D** of this Lease Agreement**.**

The Parties acknowledge that as of the Effective Date of this Lease Agreement, the Airport is in the second phase of an expansion and renovation project; and that the Premises described in paragraphs "c" and "d" above are temporary solutions to Lessee's parking needs. As the expansion and renovation project progresses, the Airport Director may send a written reassignment to the same number of spaces in comparable locations in the long-term parking area(s) as necessary for construction and the efficient operation of the Airport and rental car operations.

Lessee accepts the Premises in its present state and agrees that they are in good condition, without any representation or warranty by Lessor as to the condition of the Premises. Notwithstanding the foregoing, Lessor shall deliver the Premises to Lessee vacant, without any occupancies or tenancies, and otherwise in a broom clean condition.

The installation, location and maintenance, at Lessee's sole cost and expense, of identifying signs in the Premises shall be subject to the prior written approval of the Airport Director, which approval shall not be unreasonably withheld, conditioned, or delayed. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Airport.

2. LEASE TERM

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of five (5) years, with two (2) "Option Terms" of five (5) years each.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement, there being no breaches then existing beyond any applicable cure period, and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term. Approval or denial of any Option Term shall be at the sole discretion of the City Manager. All terms, covenants and conditions of this Lease Agreement,

excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

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

3. RENT AND FEES

a. Base Rent. Lessee shall pay to Lessor first year Rent as follows:

i. **Terminal Space** of $238.00 per month, $2,856.00 per year (119 sq.ft. x $24.00/sf/year).

ii. **Ready Return Spaces** of $2,493.75 per month (19 spaces x $131.25/month/space), $29,925.00 per year.

iii. **Long-Term Parking Lot** of $420.00 per month (7 parking spaces x $60.00/month/space), $5,040.00 per year.

iv. **Gate 16 Parking** Lot of $911.77 per month, $10,941.20 per year (27,353 sq.ft. x $0.40/sf/year).

The Parties acknowledge that as of the Effective Date the Airport is in the second phase of an expansion and renovation project

Lessee shall pay for the first year **Base Monthly Rent** of **$4,063.52,** with the first payment due no later than sixty (60) days following the Effective Date to allow for tenant improvements of the Terminal Space, and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. The total first year annual rent is $48,762.20. Lessee shall make payments to; City of Santa Fe, Finance Department, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. *Lessee to include the Item # listed on the top right of page 1 on all payments.

b. Gross Receipts Fee. Lessee agrees to remit to Lessor a gross receipts fee of ten Percent (10%). "Gross Receipts" are defined as any charges for the time a vehicle is rented and mileage traveled during that time for rentals initiated at the Airport. Lessee shall collect from its customers the 10% fee paid to Lessor by adding it as a separate line-item charge on each rental titled "Concession Fee." Lessee shall submit a detailed statement to Lessor with each Gross Receipts Fee payment.

All records, accounts, books, receipts and data on business activities shall be subject to inspection and audit by Lessor or Lessor's contractor at the discretion of the Airport Director. If an audit reveals a discrepancy of more than 5% of the gross receipts reported and the gross receipts determined by an audit for any 12-month period, Lessee shall pay the gross receipts fee on the difference, plus a 15% penalty amount added to the payment. If an audit reveals a discrepancy, Lessee agrees to reimburse Lessor for the cost of the audit or audits.

c. Penalty for Late Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full on or before the 10th day of each month, the rental payment shall be considered late and a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become

immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

d. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit E.**

e. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.

4. USE OF PREMISES

a. Use. Lessee shall use the Premises solely for the purpose of operating rental car services to patrons of the Airport; including and not limited to:
   i. Lessee may operate the Premises under one or more brands during the term of this Lease Agreement.
   ii. Storage only of Vehicles in the Ready Return Spaces and cleaning, maintenance and storage of vehicles in the Gate 16 Parking Lot. Storage of vehicles includes, without limitation, overnight parking.
   iii. Lessee may operate a shuttle to deliver customers to and from the Terminal Space, the Ready/Return parking spaces and/or Gate 16 Parking Lot.

b. Guarantee of Service. Lessee shall provide the following:
   i. Open to serve the public a minimum of 30 minutes before the first scheduled airline arrival and ending no sooner than 30 minutes after the last airline arrival,7-days per week, 365-days per year. Exceptions may be approved in advance by the Airport Director, in his or her sole discretion.
   ii. Service for all commercial airline flight passenger arrivals and departures that occur outside of normal daily operating hours.
   iii. At least one employee on duty during all operating hours.

c. Improvement of the Premises. Lessee may, with the prior written consent of the Airport Director, whose consent shall not be unreasonably withheld, conditioned or delayed, and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, and other applicable local, state and federal regulations. Lessee shall, upon the Airport Director's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

d. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from the Airport Director to do so, Lessee agrees that the fixtures and any personal property at the Premises shall be considered abandoned property, and Lessor may remove and dispose of the same as it sees fit. Lessee further agrees that should Lessor remove said trade

fixtures and personal property pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

e. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 1 0-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

a. During the Term of this Lease Agreement and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.

b. During the Term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements to the Premises that arise during the Term of this Lease Agreement.

c. Repairs and replacements required to be made by the Lessee to the Premises shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

d. Lessee shall at all times during the term of this Lease Agreement and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to:
   i. Terminal Space. Debris, mold and standing water.
   ii. Ready Return Parking Spaces. Debris.
   iii. Gate 16 Parking Lot. Snow, ice, debris, and standing water.

e. Lessor reserves the right for the Airport Director or their designee to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to the Airport Director, as determined in the Airport Director's sole but commercially reasonable discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.

f. Repair and maintenance shall be to the sole satisfaction of the Airport Director, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, at the discretion of the Airport Director, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

a. Lessee, at Lessee's sole cost and expense, agrees to provide the following:
   i. Janitorial supplies and services.
   ii. Phone, internet and related services.

b. Lessor, at Lessor's sole cost and expense, agrees to provide the following:
   i. All gas, electricity, water, sanitary sewer service and refuse deposal services.

ii. Pest control services.
iii. Snow removal services.

7. TAXES

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

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

9. INSURANCE

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

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

b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

c. Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

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

obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder during the Term of this Lease Agreement, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessor's counsel at the City Attorney's Office may demand defense from Lessee, and shall select counsel and direct litigation of Lessor's case.

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

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

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

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
   i. the breach;
   ii. the action required to cure the breach;
   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

b. Either Party may terminate this Lease Agreement with written notice to the other Party at least ninety (90) days prior to the requested termination date.

c. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
   i. Deterioration caused through reasonable use and ordinary wear and tear;
   ii. Alterations, improvements or conditions made with the Airport Director's written approval.

14. RIGHTS OF LESSOR

a. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protest of the Lessee, and to lease additional space to other concessions at the Airport regardless of any objection of the Lessee. The Airport Director may relocate the Lessee if the physical development of the Airport or the Airport Terminal requires relocation of the Lessee, provided the Airport Director gives sixty (60) days' written notice to the Lessee and the Lessor compensates the Lessee for the Premises in one of the two following methods, at the Lessor's expense:

   i. If the Airport Director determines it has another location available at the Airport or in the Terminal which is generally comparable in location to that being taken for development, then the Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses; or

   ii. If the Airport Director determines that Lessee cannot be relocated as described above, then Lessor shall purchase from Lessee the Lessee-owned facilities to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the improvements taken.

b. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules, and codes now or hereafter in effect.

c. The Airport Director, Airport Security Coordinator, and Airport security guards may have towed or booted at Lessee’s expense any vehicle owned or rented by Lessee that is not parked in the Ready/Return, Parking Lot, or other area approved in writing by the Airport Director.

15. RIGHTS OF LESSEE

a. Lessee shall have the right, but shall not be required:

   i. To the non-exclusive use, in common with others, of the Airport, appurtenances, and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas;

   ii. To install, operate, maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business; and

   iii. Of access to and from the Premises, limited to streets, driveways, and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, and patrons.

b. Lessee is authorized, but not required, to provide the services set forth above in Section 4 (Use of Premises).

16. NOTICE

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

To Lessor: City of Santa Fe
Attn. City Manager
P.O. Box 909
Santa Fe, NM 87504

To Lessee: EAN Holdings, LLC
Attn. Vice President/General Manager
4601 Columbine Ave.
Albuquerque, NM 87113-2288

With a copy to: City of Santa Fe
Attn. Airport Director
P.O. Box 909
Santa Fe, NM 87504

City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, New Mexico 87504

17. NO WAIVER

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

18. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

19. ENTIRE AGREEMENT

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

20. BINDING EFFECT

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

21. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns. In any case arising out of this Lease or Contractor's possession of the Premises, Lessor's counsel at the City Attorney's Office shall have sole discretion to select counsel.

22. HEADINGS

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

23. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

24. AMENDMENT

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

25. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from the City's Airport Director or Administrative Manager, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, the City's Airport Director shall have the right to increase the Security Deposit to the extent necessary, in the Airport Director's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in the Airport Director's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial

condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

26. CONSTRUCTION OF IMPROVEMENTS

a. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction and such evidence may take on of the following forms:
   i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or
   ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until the Airport Director acknowledges satisfactory completion of construction of Improvements.

b. Turnover or Removal of Improvements.
   i. Turnover of Improvements – If the Airport Director directs that the Improvements be turned over to Lessor at the expiration of this Lease Agreement, they shall be turned over in a state of good condition and repair.
   ii. Removal of Improvements – If the Airport Director directs that the Improvements be removed, all or in part, prior to the expiration or termination of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property, use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.
   iii. Removal of Hazardous Materials – All hazardous materials on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Lease Agreement, whether or not the Improvements remain on the Premises.

27. OBSERVATION OF LAWS, RULES, REGULATIONS, AND FAA GRANT ASSURANCES

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations reasonably promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state, the county and the City now or hereafter in effect.

28. FAIR AND NONDISCRIMINATORY SERVICES

Lessee, in the conduct of its authorized business activities, shall furnish good, prompt, and efficient service in compliance with all applicable laws, rules, and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to the the Airport Director. Lessee shall not permit its employees or agents to solicit customers on public property.

29. CIVIL RIGHTS ASSURANCES

a. Lessee agrees for itself, its employees, and its contractors and subcontractors that:

   i. No person shall be excluded from participation in, benefits of, or otherwise subjected to discrimination in the use of the Airport on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status;

   ii. In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status; and

   iii. Lessee shall comply with all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Subtitle A, Part 21 in using Airport premises or providing services initiated at the Airport.

   iv. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall be excluded from employment activities or any covered service or benefit on a prohibited basis by Lessee, an employee of Lessee, or any contractor or subcontractor.

30. ENVIRONMENTAL PROTECTIONS

a. Lessee shall not commit or permit commission of any waste on the Airport, or any nuisance or other act or thing that may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

b. Lessee shall, at all times, comply with all applicable laws, rules, and regulations of the federal, state, and local government entities. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash, or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason of risk of explosion, fire, or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protections regulations.

c. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants, and aircraft deicing fluids) which is or becomes designated, classified, or regulated as being "toxic," "hazardous," a "pollutant," or similar designation under any federal, state, or local law, regulation, or ordinance.

d. Pursuant to Section 10 (Indemnification) above, Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert, and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any of Lessee's contractors or sub-tenant's activities, whether before, during, or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connections with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, or any resulting damages or injuries to the person or property or which is brought against Lessor, whether alone or together with Lessee or any other person.

e. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the premises. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects, or believes there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the Airport, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

31. NONEXCLUSIVE RIGHTS

a. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Lease Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Lease Agreement the exclusive right to the use of the common areas and facilities of the Airport.

b. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to lessees, including other ground, air, and transportation services. Lessor shall not in the future form any other Agreement more favorable or less restrictive to Lessee's than set forth in this Lease Agreement. Lessor understands and agrees that nothing in this Lease Agreement shall be

construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

32. SUBORDINATE PROVISIONS

This Lease Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreement between the Airport and its appurtenant facilities, the execution of which have been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion, or development of said airport or its facilities.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR: **CITY OF SANTA FE**

_____
MICHAEL J. GARCIA, MAYOR

DATE: _____

LESSEE: **EAN HOLDINGS, LLC**

Adam Janca (Feb 9, 2026 11:52:20 MST)
_____
ADAM JANCA, VICE PRESIDENT
GENERAL MANAGER

DATE: Feb 9, 2026

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Kevin L. Nault
Kevin L. Nault (Feb 9, 2026 14:48:16 MST)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 5456050.460150

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Exhibit A – Premises, Terminal Space Office 102

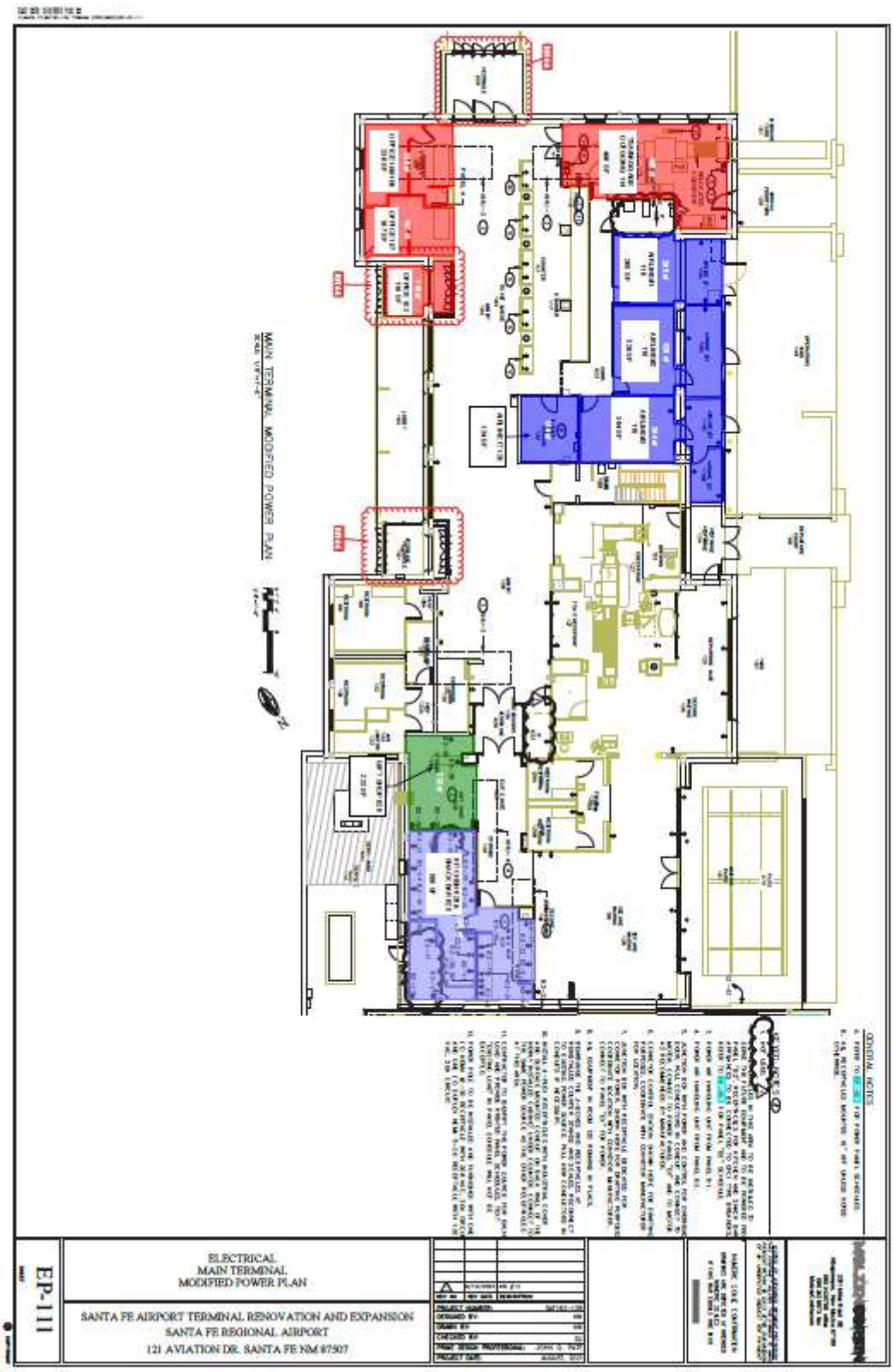

Exhibit B – Premises, 19 Ready Return Spaces Shaded in Green

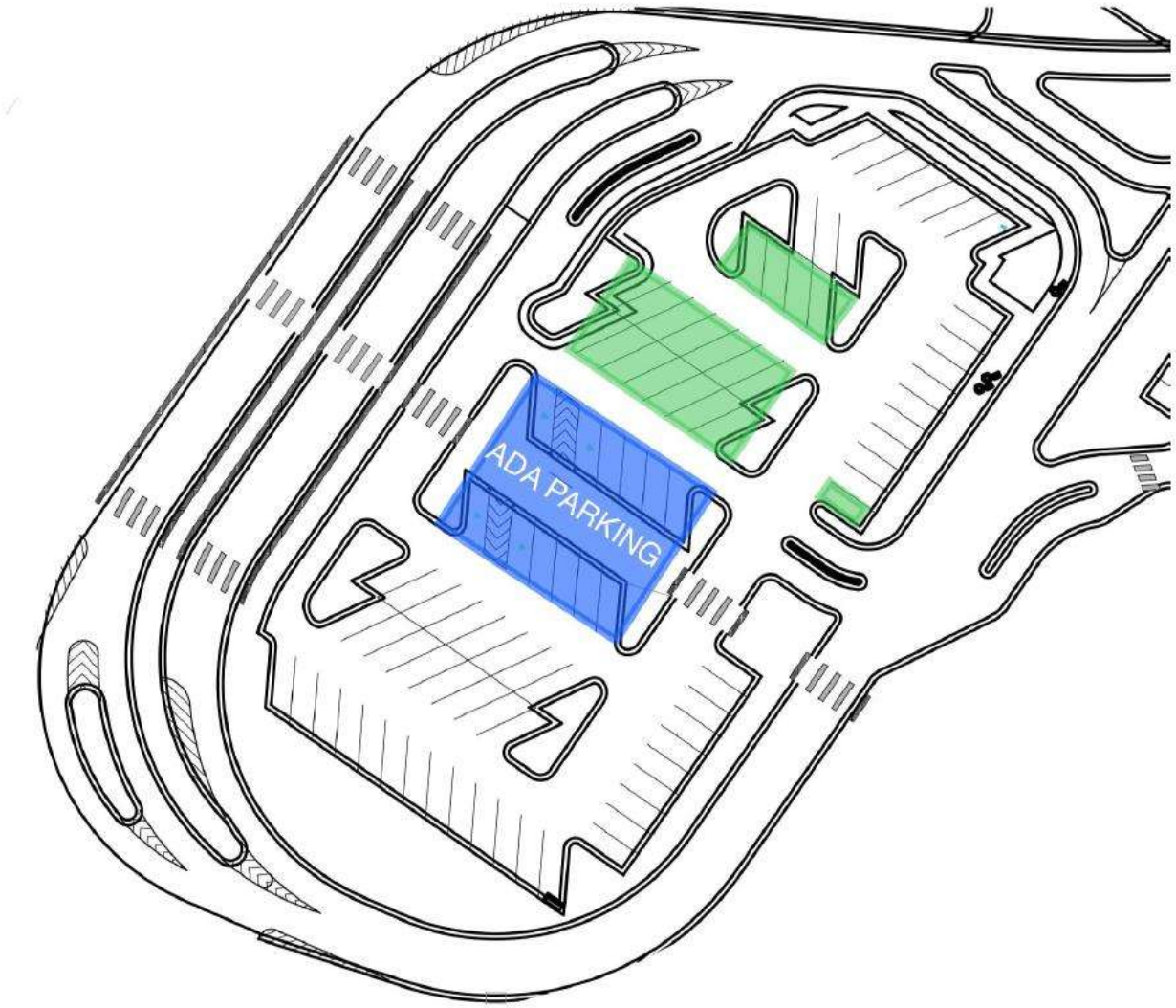

Exhibit C – Premises, 7-Long-Term Parking Spaces Shaded in Green

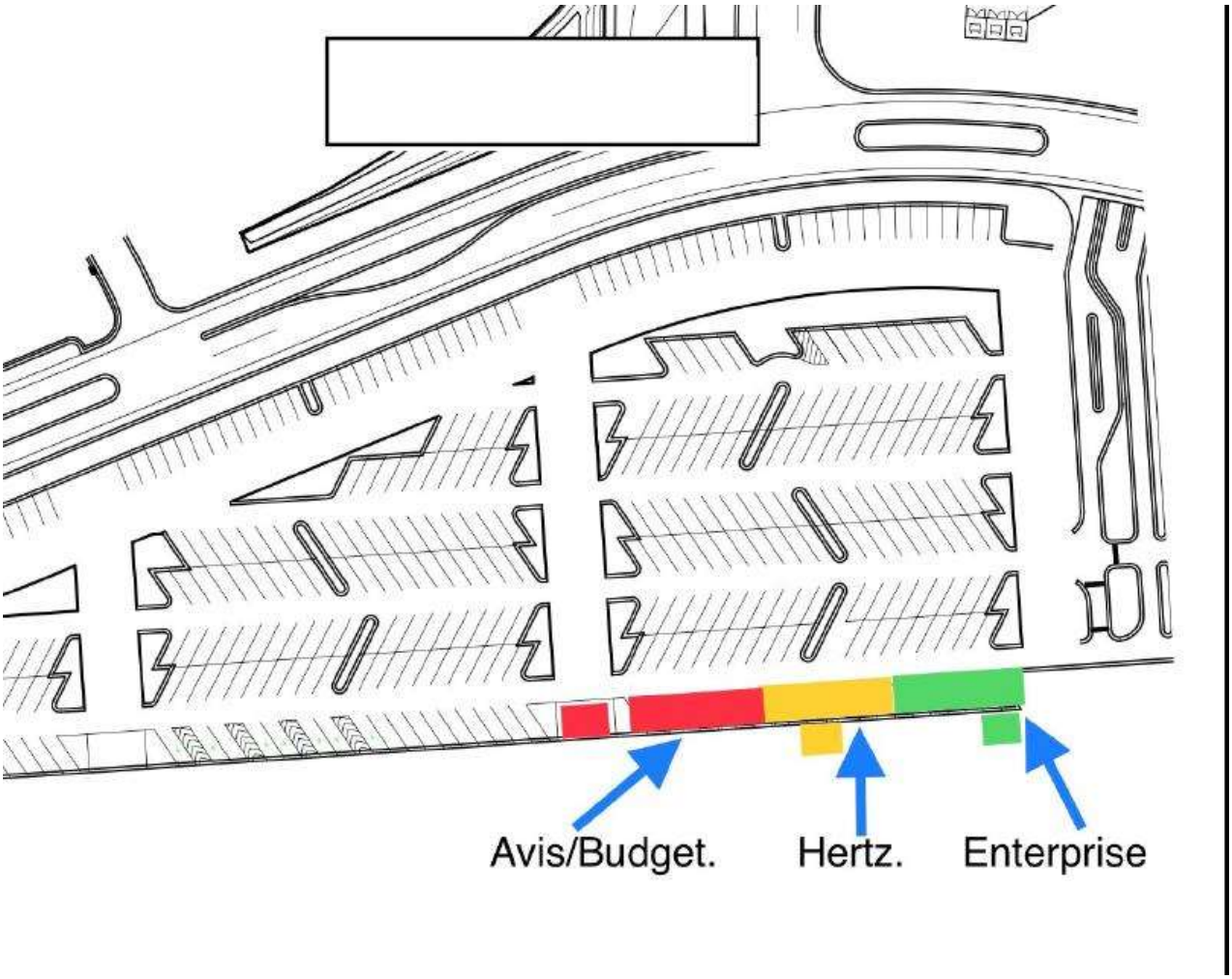

Exhibit D – Premises, Gate 16 Parking Lot [Revised]

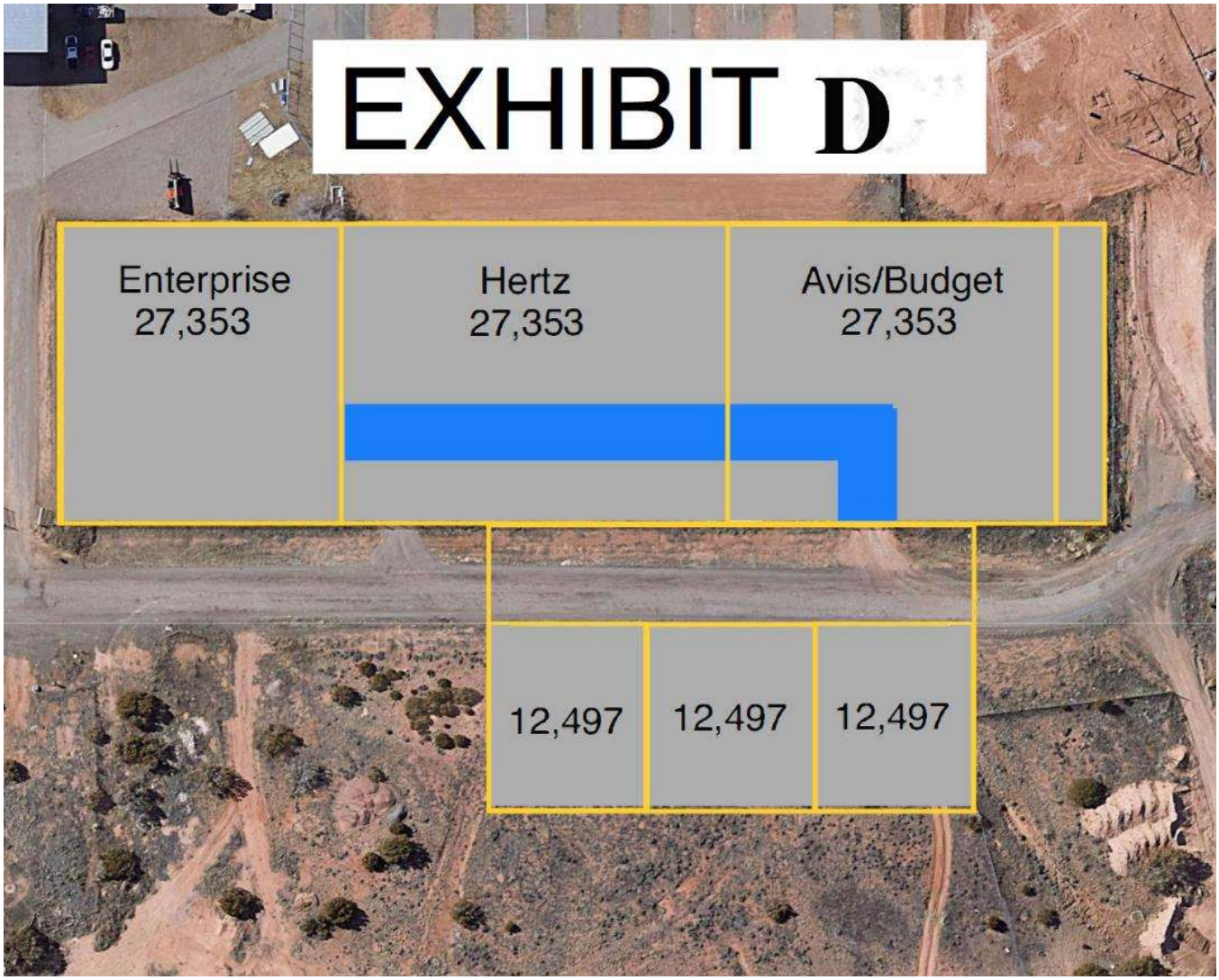

Exhibit E – Rent Schedule [Revised]

Option Years	Year	Term Dates		Total Annual Rent	Escalation	Monthly Rent
	1	3/1/2026	2/28/2027	$48,762.20		$4,063.52
	2	3/1/2027	2/28/2028	$49,981.26	2.50%	$4,165.10
	3	3/1/2028	2/28/2029	$51,230.79	2.50%	$4,269.23
	4	3/1/2029	2/28/2030	$52,511.56	2.50%	$4,375.96
	5	3/1/2030	2/28/2031	$53,824.34	2.50%	$4,485.36
*	6	3/1/2031	2/28/2032	$55,169.95	2.50%	$4,597.50
*	7	3/1/2032	2/28/2033	$56,549.20	2.50%	$4,712.43
*	8	3/1/2033	2/28/2034	$57,962.93	2.50%	$4,830.24
*	9	3/1/2034	2/28/2035	$59,412.01	2.50%	$4,951.00
*	10	3/1/2035	2/28/2036	$60,897.31	2.50%	$5,074.78
*	11	3/1/2036	2/28/2037	$62,419.74	2.50%	$5,201.64
*	12	3/1/2037	2/28/2038	$63,980.23	2.50%	$5,331.69
*	13	3/1/2038	2/28/2039	$65,579.74	2.50%	$5,464.98
*	14	3/1/2039	2/28/2040	$67,219.23	2.50%	$5,601.60
*	15	3/1/2040	2/28/2041	$68,899.71	2.50%	$5,741.64

* Option Terms

** Less the 60-day period allowable for initial tenant improvements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2026

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
MARSH USA, LLC.
800 Market Street, Suite 1800
St. Louis, MO 63101

CN101321765-$5M-GAWU-25-26 3452 EAN H .

INSURED
EAN Holdings, LLC
4601 Columbine Ave. NE
Albuquerque, NM 87113

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0811
E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-011109958-01 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HC2E-GLSA-474M7351-TCT-25	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 1,000,000 10,000 5,000,000 15,000,000 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X SIR 2,000,000			HEEAP-474M7302-TCT-25	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	3,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			ZAU3781903-25	09/01/2025	09/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8P765351-25-NC-R (WI,MA) HWXJUB-474M7074-TIL-25 (OH) UB-8P137346-25-NC-T (AOS) *SEE ATTACHED*	09/01/2025 09/01/2025 09/01/2025	09/01/2026 09/01/2026 09/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	5,000,000 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: GPBR: 3452 Street Address: 121 Aviation Dr Santa Fe NM 87507 Santa Fe Airport - National 34 - National Car Rental
City of Santa Fe is/are added as an additional insured (except Workers Compensation) where required by written contract. Auto coverage insures any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy.

CERTIFICATE HOLDER

City of Santa Fe
Attn:Nina Nguyen
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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	EAN Holdings, LLC 4601 Columbine Ave. NE Albuquerque, NM 87113
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

Workers' Compensation Continued:

Carrier: The Standard Fire Ins. Co.
Policy #: UB-3S878596-25-NC-F (Excess MN)
Effective Date: 09/01/2025
Expiration Date: 09/01/2026

Workers Compensation coverage for employees in Puerto Rico and in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self-insured. Workers Compensation policy# UB-8P137346-25-NCT provides Employers Liability for all States with the exception of Wisconsin. Policy# UB-8P765351-25-NCR provides Employers Liability for Wisconsin.

Umbrella Retained Limits U.S. Automobile Liability $20,000,000 Combined Single Limit.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2026

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
MARSH USA, LLC.
800 Market Street, Suite 1800
St. Louis, MO 63101

CN101321765-$5M-GAWU-25-26 3450 EAN H .

INSURED
EAN Holdings, LLC
4601 Columbine Ave. NE
Albuquerque, NM 87113

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0811
E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-011109939-01 **REVISION NUMBER:** 5

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HC2E-GLSA-474M7351-TCT-25	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 1,000,000 10,000 5,000,000 15,000,000 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X SIR 2,000,000			HEEAP-474M7302-TCT-25	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	3,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: GPBR: 3450/51 Street Address: 121 Aviation Dr Santa Fe NM 87507 Santa Fe airport
City of Santa Fe is/are added as an additional insured (except Workers Compensation) where required by written contract. Auto coverage insures any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy.

CERTIFICATE HOLDER

City of Santa Fe
Attn: Nina Nguyen
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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	EAN Holdings, LLC 4601 Columbine Ave. NE Albuquerque, NM 87113
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Umbrella Retained Limits U.S. Automobile Liability $20,000,000 Combined Single Limit.

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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

Signature: Terry Lease
Terry Lease (Feb 17, 2026 08:46:13 MST)

Email: tjlease@santafenm.gov

Signature:

Email: jdgunn@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Date: February 16, 2026

To: Governing Body and Quality of Life Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME
Christine Spiers, Legislation Coordinator CMS
Palmer Anderson, Policy Analyst PALMER ANDERSON

Via: Marcos Martínez, Interim City Attorney MM

RE: Loan of the Soldiers' Monument to the New Mexico History Museum

---

EXECUTIVE SUMMARY:

The proposed Resolution would provide for the placement of the remnants of the Soldiers' Monument in the New Mexico History Museum on a temporary basis. The Resolution would also authorize the City Manager to work with State officials to enter into a temporary loan agreement between the City and the New Mexico History Museum for the same.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

Councilor Lee Garcia

A RESOLUTION

SUPPORTING THE PLACEMENT OF THE REMNANTS OF THE SOLDIERS' MONUMENT IN THE NEW MEXICO HISTORY MUSEUM ON A TEMPORARY BASIS; AUTHORIZING THE CITY MANAGER TO WORK WITH STATE OFFICIALS TO ENTER INTO A TEMPORARY LOAN AGREEMENT.

WHEREAS, the Soldiers' Monument ("Monument"), located in the Santa Fe Plaza, was funded by the Territorial Legislature of New Mexico in the 1860s and erected to recognize local Union soldiers; and

WHEREAS, in 1868 the Territorial Legislature of New Mexico authorized the addition of four inscribed plaque slabs to be added to the plinth base of the Monument; and

WHEREAS, three sides of the plinth base of the Monument commemorate soldiers who fought in the United States Civil War in battles with Confederate forces, including in the Battle of Glorieta Pass that allowed the Union to retain control of the American Southwest; and

WHEREAS, the Fourth North Facing Plaque originally stated "To the heroes who have fallen in the various battles with savage Indians in the Territory of New Mexico"; and

WHEREAS, the Monument, its plaques, and its location on the Plaza have been

controversial for at least the last 115 years:

- In 1909, Territorial New Mexico Governor Bradford Price publicly opposed a proposal to cut out the word 'Rebel' in three places on the plaques and replace it with "Confederate".
- In July of 1973, the City's Council voted to remove the entire Soldiers' Monument after receiving a letter from then Governor Bruce King that requested removal of the Fourth Plaque, starting that the "word 'savage' was offensive to Indians and non-Indians".
- In September of 1973, the City Manager reported that David King, the State Planning Officer at that time, requested that the Council rescind its action regarding the Soldiers' Monument and the Council voted to rescind.
- In 1974, someone chiseled out the word "savage" from the Fourth Noth Facing Plaque and, shortly thereafter, the All Indian Pueblo Council "strongly urged that" the word savage not ever appear on the Soldiers' Monument again.
- In 2000, the NAACP, Santa Fe Branch, submitted a Guest Editorial responding to the Historic Santa Fe Foundation, defending the NAACP's proposal to remove the Soldiers' Monument from its location in the Plaza, noting that "we… have a beautiful Ve[]teran's Cemetery w[h]ere we have many ceremonies every year to honor those killed, as a potential ideal setting for the monument."
- Also in 2000, the Historical Society of New Mexico wrote to the City of Santa Fe's Mayor, Council, Manager and "People of Santa Fe" that "the words 'savage Indians' excluded the Pueblo Indians who have always been regarded by the Spanish, the Mexicans and then the 'Anglos' as 'civilized' Indians, and [i]n that that removal or destruction of the Monument would be akin to 'book burning'…"; and

WHEREAS, the Governing Body of the City of Santa Fe ("City") also recognizes that the

Monument, its historical associations, and the Fourth North Facing Plaque have been a source of ongoing concern; and

WHEREAS, City recognizes that in October 2020 the Monument, was damaged and partially torn down; and

WHEREAS, the events of October 2020 left the Monument in several pieces; and

WHEREAS, the City recognizes that the Monument and its remnants have historical and cultural significance to many members of the community; and

WHEREAS, the Monument should be placed in a respectful, safe, public location.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body supports placing the remnants of the Soldiers' Monument in the New Mexico History Museum, which includes the Palace of the Governors, on a temporary basis, and authorizes the City Manager to work with State officials to enter into a temporary loan agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 19, 2026 12:46:36 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

FIR No. 10740.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Loan of the Soldiers' Monument to the New Mexico History Museum

Sponsor(s): Mayor Garcia and Councilor Garcia

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Marci Eannarino, Manager of Legislation and Policy Innovation

Date: 2/17/2026 **Phone:** (505) 955-6518

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Feb 20, 2026 13:09:25 MST) **Date:** 02/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 20, 2026 13:10:34 MST) **Date:** 02/20/2026

Summary:
The proposed Resolution would provide for the placement of the remnants of the Soldiers' Monument in the New Mexico History Museum on a temporary basis. The Resolution would also authorize the City Manager to work with State officials to enter into a temporary loan agreement between the City and the New Mexico History Museum for the same.

Departments Affected:
City Manager's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted the remnants of the Soldiers' Monument will not be loaned to the New Mexico History Museum on a temporary basis.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution 2024-43

Performance and Administrative Implications:
If the Resolution is adopted, the City Manager will be authorized to work with State officials to enter into a temporary agreement loaning the remnants of the Soldiers' Monument to the New Mexico History Museum.

Fiscal Implications:
The cost to implement this resolution assumes the estimated transportation and installation of the Soldiers' Monument.

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	$ 25,000	$	$	N	R	213	
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

This amount represents the high end for what it would cost to move the remnants. The amount is an estimated cost.

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:

CITY OF SANTA FE

Memorandum

Date: February 16, 2026

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

From: Clinton Peterson, Public Utilities Engineer CDP

Via: Jesse Roach, Interim Public Utilities Director JR

RE: DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

---

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of $17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Pant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

BACKGROUND:

The City entered into a contract with Bradbury Stamm Construction in the total amount of $21,882,300, exclusive of sales tax, to complete the Flocculation and Sedimentation Improvements project at the Canyon Road Water Treatment Plant. This project will upgrade critical infrastructure at the facility, which provides potable drinking water to the residents of the city of Santa Fe. The City's Water Division is funding the project through a combination of Drinking Water State Revolving Loan Fund, which includes a significant principal loan forgiveness component, along with Water Trust Board Fundin and Water Enterprise Fund moneys.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-04

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Alma Castro

A BILL

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND CITY OF SANTA FE, NEW MEXICO ("THE BORROWER"), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS ($17,000,000), EVIDENCING AN OBLIGATION OF THE BORROWER TO UTILIZE THE LOAN AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE BORROWER, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER; CERTIFYING THAT THE LOAN AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER, IS SUFFICIENT TO COMPLETE THE

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

PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority ("NMFA") and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on July 18, 2025, that the Borrower receive financial assistance in the form of the Loan; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan Agreement, that the Loan Amount, together with the Additional Funding Amount and other moneys available to the

Borrower, is sufficient to complete the Project, and that it is in the best interest of the Borrower and the constituent public it serves that the Loan Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof; and

WHEREAS, the Loan Agreement shall not constitute a general obligation of the Borrower, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower, the Water Trust Board, the NMFA or the State; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower to complete the Project; and

WHEREAS, the Borrower has met or will meet prior to the first disbursement of any portion of the Loan Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan Amount for the purposes described, and according to the restrictions set forth, in the Loan Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such

meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid. "Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan Amount and other moneys available to the Borrower, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $3,440,053.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower pursuant to Section 5.2(a)(i) of the LoanAgreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan Agreement, by the Borrower and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender establishing accounting principles applicable to the Borrower.

"Governing Body" means the duly organized City Council and the mayor of the Borrower, or any successor governing body of the Borrower.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower as a loan pursuant to the Loan Agreement for the purpose of funding the Project, in the maximum amount of $17,000,000.

"Loan" or "Loan Amount" means the amount borrowed by the Borrower as the Loan Amount pursuant to the Loan Agreement for the purpose of funding the Project and shall not equal more than $17,000,000.

"Loan Agreement" means the Water Project Fund Loan Agreement entered into by and

between the Borrower and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower for purposes of tracking expenditure of the Loan Amount by the Borrower to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower through purchase, condemnation, construction or otherwise,

including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower.

"Term Sheet" means Exhibit "A" attached to the Loan Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower and officers of the Borrower directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is necessary to meet the needs of the Borrower and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than

Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower.

D. The Borrower will acquire and complete the Project with the proceeds of the Loan, the Additional Funding Amount and other amounts available to the Borrower, and except as otherwise expressly provided by the Loan Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan Amount, and other amounts available to the Borrower, the Additional Funding Amount is now available to the Borrower, and in combination with the Loan Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower a separate Project Account as a book account only on behalf of the Borrower and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan Agreement.

Section 5. Loan Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public

health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower and acquiring and completing the Project, it is hereby declared necessary that the Borrower execute and deliver the Loan Agreement evidencing the Borrower acceptance of the Loan Amount of $17,000,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan Agreement, the execution and delivery of which is hereby authorized. The Borrower shall use the Loan Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan Agreement. The execution of the Loan Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower hereby consents to the creation of the

Project Account by the NMFA. Until the Completion Date, the amount of the Loan credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Completion of the Project. The Borrower shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan funds as provided in the Loan Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan Agreement.

C. NMFA Not Responsible. Borrower shall apply the funds derived from the Loan Agreement as provided therein, and in particular Article VII of the Loan Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower or by its officers of the funds derived from the Loan Agreement or of any other funds held by or made available to the Borrower in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan Amount in its possession, custody and control to the NMFA for disbursement to the Borrower, or to honor any request for such transfer or disbursement of the Loan Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan Agreement, the Borrower shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan Agreement in an amount sufficient to pay principal and other amounts due under the Loan Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan Agreement. The Borrower hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point

in time during the Agreement Term the Borrower desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Loan Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender to the Borrower pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this

Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. This ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 16, 2026 13:33:38 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

ATTACHMENT A

$17,000,000 Maximum Principal Amount

Maximum Forgiven Principal Amount $8,500,000

Maximum Repayable Principal Amount $8,500,000

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

dated

July 18, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF SANTA FE,
New Mexico

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated July 18, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA"), and the **CITY OF SANTA FE** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act of 1974 ("SDWA"); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency ("EPA") to set national based standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018 and 2021 with the passage of the Bipartisan Infrastructure Law signed into law on November 15, 2021 ("BIL"); and

WHEREAS, the BIL, also known as the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the Governmental Unit is a municipality organized and existing under the general laws of the State, specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§3-15-1 through 3-15-16, all as amended, and is a qualified local authority under the DWSRLF Act; and

WHEREAS, the Governmental Unit is authorized by the laws of the State, and in particular NMSA 1978, §§ 3-31-1 through 3-31-12, to enter into this Loan Agreement and accept a loan for the purpose of financing the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA, may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the NMFA and accept a loan and subsidy from the NMFA to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS the NMFA will disburse the proceeds of the Loan for construction after written determination by the NMFA, the New Mexico Environment Department (the "Department"), or other appropriate agency or entity on behalf of the NMFA (pursuant to an agreement between such agency or entity and the NMFA) that the Governmental Unit has complied with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems. Upon written determination of compliance, the NMFA, the Department or other appropriate agency or entity will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) plans and specifications pursuant to 42 U.S.C. Section 300j-12; and (4) bids for the acquisition and completion of the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the NMFA will determine in writing prior to disbursement of any proceeds of the Loan for construction if the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, pursuant to 42 U.S.C. 300j-12(a)(3), the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the SDWA.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the NMFA and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I, for all purposes, shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms used and not defined in this Loan Agreement shall have the meaning given to each of those capitalized terms in the Master Ordinance.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of the Aggregate Repayable Disbursements and the Aggregate Forgiven Disbursements up to the Maximum Principal Amount.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to this Loan Agreement, together with the required supporting documentation set out in Exhibit "C" submitted to and approved by the NMFA pursuant to Section 4.2 of this Loan Agreement.

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director, and City Clerk thereof; and with respect to the NMFA, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer, and any other officer or employee of the NMFA designated in writing by an Authorized Officer of the NMFA.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and specifically related to this Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

"Debt Service Requirements" for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the applicable System Bonds, during that period or to make reimbursements for payments of interest; and (b) the amount required to pay the principal or Accreted Value becoming due on the applicable System Bonds during that period, whether upon maturity or the Accreted Term Date. For purposes of calculating the maximum annual Debt Service Requirements, assumption set forth in the Master Ordinance applicable to the calculation of Debt Service Requirements shall be used.

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended, and enactments of the Governing Body relating to this Loan Agreement including the Ordinance.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"NMFA Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water or water facilities furnished to the inhabitants in the Service Area. Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Income Fund, Debt Service Fund, Reserve Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the Governmental Unit;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on System Bonds in the year released;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System; and

(e) Such other amounts that may be designated as Gross Revenues in a Supplemental Ordinance.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except for (d) above and any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the NMFA and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) and 40 CFR §35.3555 which establish criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the NMFA as provided in Section 4.1(b) of this Loan Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

"Loan" means the funds to be loaned to the Governmental Unit by the NMFA pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan and subsidy agreement.

"Loan Agreement Payment" means, collectively, the Maximum Repayable Principal Amount, the Interest Component and the Administrative Fee Component to be paid by the

Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a Loan Agreement payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B" or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Master Ordinance" means the Governmental Unit's Ordinance No. 2016-19, adopted May 11, 2016, as amended and supplemented from time to time.

"Maximum Annual Debt Service" means the Maximum Repayable Principal Amount and Interest due on all outstanding Senior and Parity Obligations of the Governmental Unit

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Maximum Principal Amount" means seventeen million dollars ($17,000,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements made to the Governmental Unit pursuant to this Loan Agreement. The Maximum Repayable Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Memorandum of Understanding" means the current memorandum of understanding by and between the NMFA and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund program.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the Gross Revenues reasonably required for operation of the System.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the NMFA and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means Ordinance No. 2025-_____ adopted by the Governing Body of the Governmental Unit on June 11, 2025, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal

farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to the payment of the Loan Agreement Payments by the Ordinance and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Safe Drinking Water Act" or "SDWA" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the NMFA, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinate Parity Obligations" means any bonds or obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues on parity with this Loan Agreement and subordinate to any outstanding Senior Obligations having a superior lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Super Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Senior Obligation and Subordinate Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the water utility system operated pursuant to the Governmental Unit's Code of Ordinances Chapter XXV, as amended from time to time, owned, operated and maintained by the Governmental Unit, and of which the Project, when completed, will form part. The System

consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Governmental Unit.

"System Bonds" means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Subordinate Parity Obligations and Super Subordinate Obligations.

"Term Sheet" means Exhibit "A" attached to this Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of the Loan Agreement, and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and laws of the State, including specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. The

Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the NMFA and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the NMFA to assure sufficient Pledged Revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Governmental Unit shall exercise its power of eminent domain, if needed to comply with this paragraph.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay Expenses and related professional fees.

(k) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement and the other documents related to this transaction, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the other documents related to this transaction, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(m) Outstanding and Additional Debt. Except for the Subordinate Parity Obligations and Senior Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a parity with or on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the NMFA.

(n) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement and the other documents related to this transaction or to comply with its obligations under this Loan Agreement and documents related to the transaction. Neither the execution and delivery of this Loan Agreement and the other documents related to the transaction by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement and the other documents related to the transaction, requires the approval of any

regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(o) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement and the other documents related to the transaction.

(p) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(q) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed one hundred twenty percent (120%) of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations Outstanding in such Fiscal Year.

(r) Governmental Unit's Existence. The Governmental Unit will maintain its legal identity and existence so long as System Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities, rights and duties of the Governmental Unit under this Loan Agreement without adversely affecting to any substantial degree the privileges and rights of the NMFA. However, the Governmental Unit may, annex or de-annex land if the Governmental Unit complies with other applicable covenants contained in the Master Ordinance.

(s) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing the Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the NMFA, and notification of any event deemed material by the NMFA. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund program which is alleged or found by a state or federal agency of appropriate jurisdiction.

(t) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, in accordance with § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. 200.501(c) to be completed by an Independent Accountant

in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The Governmental Unit shall notify the NMFA and the Drinking Water State Revolving Loan Fund program when it conducts an audit in accordance with 2 C.F.R. Section 200.501. The Governmental Unit shall provide a copy to the NMFA and the Drinking Water State Revolving Loan Fund program of such audit within 30 days of completion. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and the NMFA of any findings and recommendations pertaining to the Drinking Water State Revolving Loan Fund contained in the audit. The Governmental Unit will also submit the audit to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the audit period pursuant to 2 CFR § 200.512. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and NMFA that the audit has been submitted to the Federal Audit Clearinghouse and provide a copy to the Drinking Water State Revolving Loan Fund program and NMFA upon request. The audit will also be available for inspection by the NMFA Environmental Protection Agency.

(u) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System.

The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant.

(i) The Governmental Unit covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of expenses of administration, Operation and Maintenance Expenses, other expenses which may be necessary to preserve the System in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(ii) The Governmental Unit further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Pledged Revenues shall at least equal (i) 130% of the Debt Service Requirements on all Senior Obligations outstanding in such Fiscal Year and (ii) 120% of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations outstanding in such Fiscal Year.

(iii) Failure by the Governmental Unit to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance so long as the Governmental Unit, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the Governmental Unit into compliance with the Rate Covenant. The Governmental Unit is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the

next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above. If the Governmental Unit determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The Governmental Unit shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the Governmental Unit may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(b) Lien on Lands Serviced by the System. State law grants the Governmental Unit a lien upon each lot or parcel of land for the charges imposed for water services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, § 3-23---6). The Governmental Unit will cause each lien to be perfected in accordance with the provisions of NMSA 1978, §§ 3-23--6 and 3--36--1 through 3--36---5. The Governmental Unit will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six (6) months in the payment of charges imposed for the use of the System.

(c) Levy of Charges. The Governmental Unit will promptly fix, establish and levy the rates and charges which are required by Section 2.2(a) hereof. Unless contrary to any provision of applicable law, any resolution or ordinance adopted by the Governing Body to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to the referendum provisions of the Charter or State law. No reduction in any initial or existing rate schedule for the System may be made unless:

(i) The Governmental Unit has fully complied with the requirements of the rate covenant contained in Section 2.2(a) hereof for any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding the reduction of the rate schedule, and

(ii) The audit required by Section 26.09 of the Master Ordinance or a separate certificate by an Independent Accountant for or relating to any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding any reduction discloses that the Pledged Revenues resulting from the proposed rate schedule would have been sufficient to meet the rate covenant contained in Section 2.2(a) hereof during the applicable twelve (12) month period.

(d) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area of the System.

(e) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of System Bonds are not subject to inspection or copying.

(f) Right to Inspect. The NMFA, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues and the System.

(g) Audits. Within one hundred eighty (180) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the NMFA. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(t) of this Loan Agreement.

(h) Billing Procedure. Bills for water services, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution, regulation or policy of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(i) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on NMFA.

(j) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the

Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem System Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(k) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System; provided, however, that nothing herein shall prevent the Governmental Unit from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation providing such utility services or facilities within or for the land to be annexed.

(l) Alienating System. While the System Bonds are outstanding, the Governmental Unit shall not, except as permitted below, transfer, sell, or otherwise dispose of the System. For purposes of this Section 2.2(l), any transfer of an asset over which the Governmental Unit retains or regains substantial control shall not, for so long as the Governmental Unit has such control, be deemed a disposition of the System.

The Governmental Unit may transfer, sell or otherwise dispose of the System only if such transfer, sale or disposition complies with one or more of the following provisions:

(i) The property being disposed of is inadequate, obsolete or worn out; or

(ii) The property proposed to be disposed of and all other property of the System disposed of during the twelve (12) month period ending on the day of such transfer (but excluding property disposed of under Subsection 2.2(l)(i) above) will not, in the aggregate, constitute a Significant Portion of the System determined as described below and the proceeds are deposited into the Income Fund to be used as described below; or

(iii) The Governmental Unit receives fair market value for the property, the proceeds are deposited into the Income Fund to be used as described below and prior to the disposition of such property there is delivered to the Fiscal Agent a certificate of a Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds

in accordance with the expectations of the Governmental Unit as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the Governmental Unit will be in compliance with the rate covenant in Section 2.2(a) hereof during each of the five (5) Fiscal Years immediately following such disposition.

For purposes of this Section 2.2(l), the term "Significant Portion" of the System means property of the System which, if such property had been disposed of by the Governmental Unit at the beginning of the Fiscal Year which includes the month of commencement of the twelve (12) month period referred to in Subsection 2.2(l)(ii) above would have resulted in a reduction in Net Revenues for such Fiscal Year of more than four percent (4%) when the actual Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the System and increased by the expenses of the Governmental Unit directly attributable to such property of the System.

Proceeds of the disposition of assets under the Subsection 2.2(l)(ii) or 2.2(l)(iii) above shall be deposited in the Income Fund and used, within a reasonable period of time, not to exceed three years, to (a) provide additional revenue-producing properties to the System, (b) redeem System Bonds or (c) create an escrow fund pledged to pay specified System Bonds and thereby cause such System Bonds to be deemed to be paid as provided in the Master Ordinance.

Properties of the System which were financed with the proceeds of obligations the interest on which is then excluded from gross income for federal income tax purposes shall not be disposed of, except under the terms of provision 2.2(l)(i) above, unless the Governmental Unit has first received a written opinion of Bond Counsel to the effect that such disposition will not cause the interest on such obligations to become includable in gross income for federal income tax purposes.

No such disposition shall be permitted which would cause the Governmental Unit to be in default of any other covenant contained in the Master Ordinance.

(m) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(n) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

(o) No Other Liens. Except for those Senior Obligations, Subordinate Parity Obligations, and Super Subordinate Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with**,** subordinate or senior to the lien of this Loan Agreement.

(p) Free Services Prohibited. No free service, facilities nor commodities shall be furnished by the System. Should the Governmental Unit use water services or facilities supplied by the System for municipal purposes, or any combination thereof, or in any manner use the System, or any part thereof, any use of the System by or of the services rendered thereby to the Governmental Unit, or any department, board or agency thereof, will be paid for from the Governmental Unit's general fund or other available revenues at the reasonable value of the use so made, or service so rendered, which shall in no event be less than the rates charged to a System customer with similar consumption; and all the revenue so derived from the Governmental Unit shall be deemed to be income derived from the operation of the System, to be used and accounted for in the same manner as any other income derived from the operation of the System.

Section 2.3 Representations, Covenants and Warranties of the NMFA. The NMFA represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Legal Status and Authorization of Loan Agreement. The NMFA is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the NMFA Act. The NMFA has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the NMFA is a party or by which the NMFA is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the NMFA, or its property and which conflict or violation will have a material adverse effect on the NMFA or the financing of the Project.

(c) No Litigation. To the knowledge of the NMFA, there is no litigation or proceeding pending or threatened against the NMFA or any other person affecting the right of the NMFA to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the NMFA, neither the execution and delivery of this Loan Agreement by the NMFA, nor compliance by the NMFA with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligation. This Loan Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

(e) NMFA Compliance with Policies. As related to this Loan Agreement, the NMFA has complied with all applicable policies and procedures, as adopted and approved by the

NMFA Board of Directors, or such policies or procedures have been waived by the NMFA Board of Directors.

(f) Compliance with Securities Laws. The NMFA acknowledges that no offering document or prospectus has been prepared by the Governmental Unit with respect to this Loan Agreement. The NMFA has been provided with and has reviewed such information as it deems relevant in making its decision to make the Loan to the Governmental Unit and has assumed and relied on the accuracy of such information. The NMFA will not sell, pledge, transfer, convey, hypothecate, mortgage or dispose of the Loan Agreement, or any portion thereof, except to persons who have been provided sufficient information with which to make an informed investment decision regarding the Loan Agreement and in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder and applicable State securities laws and regulations.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) After the Closing Date and upon written determination of compliance by the Governmental Unit with Section 4.2 of this Loan Agreement, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the NMFA to the Governmental Unit at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the NMFA, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. Prior to the disbursement of any proceeds of the Loan for construction, the Governmental Unit shall comply with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems, and after written determination of compliance, the NMFA, the Department, or other appropriate agency or entity on

behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA) will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) the plans and specifications pursuant to 42 U.S.C. Section 300j-12 and (4) the bids for the conduct and completion of the Project. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the NMFA. The NMFA or its designee shall review each requisition for compliance with (i) the Project's scope and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The NMFA shall cause an Approved Requisition to be paid from the Drinking Water State Revolving Loan Fund.

Section 4.3 Termination by NMFA. NMFA may terminate this Loan Agreement in its sole discretion if it determines and notifies the Governmental Unit in writing that the Governmental Unit has not met within a reasonable period of time the requirements of Section 4.2 of this Loan Agreement.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the NMFA an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Senior Obligations and Subordinate Parity Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Subordinate Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect, unless terminated by NMFA pursuant to Section 4.3 of this Loan Agreement. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the NMFA shall recalculate on the basis of the Aggregate Repayable Disbursements to that

date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final Disbursement, the NMFA shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The NMFA shall provide a Final Loan Agreement Payment Schedule following the final Disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the NMFA acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payments under Article XVIII of the Master Ordinance, including the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit as provided in the Master Ordinance for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the NMFA or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the NMFA or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the NMFA or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the NMFA. The amounts on deposit in the Debt Service Account shall be expended and used by the NMFA only in the manner and order of priority specified herein.

(a) In accordance the payments required under Article XVII of the Master Ordinance, as a subordinate charge and lien, but not an exclusive subordinate charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Subordinate Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the NMFA and the NMFA shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, the Interest Component and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period, within five (5) days after each payment of an Approved Requisition, the Finance Authority shall calculate the Interest Component and Administrative Fee Component next coming due on the Aggregate Repayable Disbursements.

(C) During the Interim Period, the Governmental Unit shall on June 1 and December 1 of each year, commencing on the first day of June or December, as the case may be, next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date as described in the Loan Agreement Payment schedule attached as Exhibit "B" hereto.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the following amounts:

(A) Interest Component and Administrative Fee Component. On June 1 and December 1 of each year commencing on the first day of June or December, as the case may be, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and thereafter, on each Loan Agreement Payment Date, the amount necessary to pay the Interest Component and Administrative Fee Component then due on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. On June 1 of each year, commencing on the first day of June next following the Final Disbursement, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Principal Component; and annually on the first day of June thereafter, the amount which is necessary to pay the Principal Component then due on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer to the NMFA, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the NMFA shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the NMFA shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to

credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the NMFA or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the NMFA or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Subordinate Parity and Senior Obligations Payable from Pledged Revenues.

(a) Subordinate Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Subordinate Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Subordinate Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Subordinate Parity Obligations or Senior Obligations but including parity refunding bonds and obligations which refund Super Subordinate Obligations as provided in Section 5.5 hereof) and the requirements of Section 24.03 of the Master Ordinance.

The tests required in this Section and Section 24.03 of the Master Ordinance, shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. For Subordinate Parity Bonds with a funded Reserve Account (excluding any insurance coverage through a Reserve Fund Insurer), determination of average annual combined Debt Service Requirements or maximum combined annual Debt Service Requirements shall include application of the funds in the Reserve Account to the final debt service payment for the applicable Subordinate Parity Bonds. Except as permitted herein and by Article XXV of the Master Ordinance, prior to the issuance of additional Subordinate Parity Bonds, the Governmental Unit shall be current in making all deposits required by Article XVIII of the Master Ordinance and the following test shall be satisfied:

(i) a certificate prepared by an Authorized Officer of the Governmental unit showing that the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations after the issuance of the proposed Parity Subordinate Obligations, or

(ii) a certificate prepared by a Consulting Engineer showing that:

(A) the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations immediately preceding the issuance of the proposed additional Subordinated Bonds;

(B) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the Governmental Unit will be in compliance with the Rate Covenant; and

(C) the estimated Net Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Parity Subordinate Obligations, as certified to the Consulting Engineer by an Authorized Officer of the Governmental Unit, will be at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed additional Subordinated Bonds.

For purposes of subsections (ii)(A) and (ii)(B) above, in estimating Net Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the Governmental Unit and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the Governmental Unit, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Net Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the Governmental Unit which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Governmental Unit shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(D) The Governmental Unit shall provide written notice to the NMFA of its intention to authorize the issuance of additional Subordinate Parity Obligations or Super Subordinate Obligations prior to taking official action regarding the issuance of the bonds or obligations and, following establishment of the final terms of the additional bonds proposed to be issued

(b) Senior Obligations. The Governmental Unit may issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, so long as the additional bonds test set forth in the Master Ordinance for issuance of Senior Obligations can be met on the date of issuance of such additional bonds or other obligations. The Governmental Unit shall not issue Senior Obligations payable from the Pledged Revenues, without providing prior written notice to the NMFA, unless such Senior Obligations are purchased by the NMFA

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the

Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the NMFA or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the NMFA. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the NMFA pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the NMFA or its designee shall disburse moneys to pay a requisition upon receipt and approval by the NMFA or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation

Section 6.3 Completion of the Project. Upon completion of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Loan Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the NMFA, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the NMFA shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the NMFA will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The NMFA and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 NMFA and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the NMFA or the Governmental Unit is required, or the Governmental Unit or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Governmental Unit by an Authorized Officer of the NMFA or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the NMFA shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a). For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b). For all construction contracts awarded in excess of $10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c). For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d). For all construction subcontracts, and subgrants of amounts in excess of $100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e). For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f). For all contracts, including subcontracts in excess of $2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit, and the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)), and shall include the contract clauses set out in the Environmental Protection Agency publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)".

(g). For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program addressing Disadvantaged, Minority and Women's Business Enterprises, including Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations, Executive Order 12898 and 40 C.F.R. Part 33.

(h). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i). For all contracts, the Governmental Unit shall comply with the requirements of the Federal Funding Accountability and Transparence Act (FFATA).

(j). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13627 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(k). For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the NMFA pertaining to the Project or (ii) the NMFA has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(l). For all contracts, the Governmental Unit shall comply with the requirements of the Build America, Buy America Act (BABA) included in the BIL, in Sections 70901 through 70927, 2 BABA 70912 and 70914, 3 87 FR 23888 and 2 CFR part 184, in all subawards, contracts, and purchase orders for the work performed, or products supplied under this Loan Agreement. Under the BABA, the Governmental Unit is obligated to use United States produced iron, steel, manufactured products and construction materials for the Project with the funds available under this Loan Agreement unless the Governmental Unit believes a waiver is justified and NMFA finds that a waiver shall apply consistent with such Federal law.

(m). For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the NMFA such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default under this Loan Agreement.

(n). For all contracts, the Governmental Unit shall comply with the administration of the Clean Air Act and the Federal Water Pollution Control Act, including Section 306 of the Clean Air Act, 42 U.S.C. 7606 et seq, Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq. and Executive Order 11738

(o). For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(p). The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the Environmental Protection Agency for the Project.

(q). The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs" dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889 of Public Law 115-232 and shall not use loan or subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the system for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

(r). The Governmental Unit agrees to comply with all applicable New Mexico State cybersecurity laws and requirements and ensure that any connections between the Governmental Unit's network or information system and Environmental Protection Agency networks used by the recipient to transfer data under this Loan Agreement, if any, are secure. If a connection does not go through the Environmental Information Exchange Network or Environmental Protection Agency's Central Data Exchange, the Governmental Unit agrees to contact the Environmental Protection Agency Project Officer (PO) and work with the designated Environmental Protection Agency Regional/Headquarters Information Security Officer to ensure that the connections meet Environmental Protection Agency security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Governmental Unit into systems operated and used by Environmental Protection Agency's regulatory programs for the submission of reporting and/or compliance data. The Governmental Unit is subject to monitoring as deemed necessary by the NMFA or the State of New Mexico under 2 CFR 200.331. In regard to this section a "connection" is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

(s). If the Governmental Unit gathers geospatial data, as defined in 43 U.S.C. §2801(2018), during the life of the Project, the data must be consistent with the Federal Geographic Data Committee endorsed standards.

(t). In accordance with the EPA "Signage Requirement" guidelines, the Governmental Unit will place a sign and will maintain such sign in good condition throughout the construction period, at a visible location in the construction site that displays the EPA's agency emblem and identify the project as a "project funding by U.S. Environmental Protection Agency" as long as placing such sign is practically and financially viable and does not result in excessive cost to the Governmental Unit.

(u). The Governmental Unit, as well as any contractors and subcontractors working with the Governmental Unit in this Project, shall comply with all State laws and regulations pertaining to equal employment opportunity and all federal anti-discrimination law requirements, pursuant to 40 C.F.R. 35.3575(a)(c), including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., 40 C.F.R. Part 5, EPA's regulations 40 CFR §7.30 and 40 CFR §7.35, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, et seq., and the Age Discrimination Act of 1975, 42 U.S.C. §6102 which laws prohibit discrimination in the provision of services or benefits on the basis of race, color, national origin, sex, disability or age in programs or activities receiving federal assistance. However, the Governmental Unit shall not be required to take any action in accordance with the foregoing provisions that would, in the exercise of the Governmental Unit's good-faith and reasonable discretion, require the Governmental Unit to violate Executive Orders of the President of the United States of America or the Governor of New Mexico that are in effect and binding on the Governmental Unit throughout the Project period, nor shall the Governmental Unit be required to take any action contrary to an order or decision of a court having jurisdiction over any Executive Order of the President of the United States of America or any Executive Order of the Governor of the State.

The NMFA or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Subordinate Lien Status. The Loan Agreement Payments constitute an irrevocable subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Subordinate Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a subordinate lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Subordinate Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the NMFA or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The NMFA or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the NMFA and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the NMFA and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or its designee, shall defend the NMFA or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. In addition to the default provision in Article XXIX of the Master Ordinance, any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the NMFA or its designee, if any, unless the NMFA or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice

can be wholly cured within a period of time not materially detrimental to the rights of the NMFA or its designee but cannot be cured within the applicable thirty (30) day period, the NMFA or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings to protect the NMFA's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the NMFA may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the NMFA under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The NMFA may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the NMFA, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the NMFA employs attorneys or incurs other expenses for the collection of payments hereunder, or the

enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Santa Fe
Attn: City Clerk
P.O. Box 909
Santa Fe, New Mexico 87504-0909

If to the NMFA, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

And if to NMFA's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Integration. This Loan Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Governmental Unit on the Closing Date constitute the entire agreement of the parties regarding the subject matter hereof as of the Closing Date. The Loan provided herein, which was approved by the NMFA Board of Directors on October 31, 2024, and the terms hereof supersede all prior understandings and agreements between the parties in connection with the Loan, to the extent inconsistent herewith.

Section 11.4 Master Ordinance. It is the intent and understanding of the parties that this Loan Agreement shall be, and is, consistent with the substantive terms and parameters established

for the issuance of such obligations by the Master Ordinance. The Ordinance authorizing this Loan Agreement is adopted as an Ordinance of the Governmental Unit, and a Supplemental Ordinance under the Master Ordinance and amends the Master Ordinance to authorize the issuance of the obligation evidenced the Loan Agreement in the form provided for in this Loan Agreement.

Section 11.5 Amendments. This Loan Agreement may be amended only with the written consent of the NMFA and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement, unless such change results in a decrease in the payment amount of the loan component.

Section 11.6 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, either directly or through the NMFA or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the NMFA is hereby expressly waived and released by the Governmental Unit and by the NMFA as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.7 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.8 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Assignment by the NMFA. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the NMFA to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.10 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.11 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.12 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[*Signature pages follow*.]

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself has executed this Loan Agreement, which was approved by the NMFA's Board of Directors on October 31, 2024, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

VIRTUE & NAJJAR, PC
As Loan Counsel to the NMFA

By _____
Richard L.C. Virtue

Approved for Execution by Officers of the NMFA:

By _____
Susan G. Pittard, Associate Counsel

CITY OF SANTA FE, NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, City Clerk

APPROVED AS TO FORM:

_____
Marcos D. Martínez, Interim City Attorney

EXHIBIT "A"

TERM SHEET

LOAN NO. DW-6522
TO THE CITY OF SANTA FE, NEW MEXICO

Governmental Unit:	City of Santa Fe, New Mexico
Project Description:	Finance the cost of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant as a component of the System owned and operated by the Governmental Unit and shall include such other related work and revisions necessary to complete the Project.
Pledged Revenues:	Pledged Revenues as defined in the Master Ordinance.
Currently Outstanding Senior Obligations for Pledged Revenues:	Series 2016 Refunding Revenue Bonds, matures 2039.
Currently Outstanding Subordinate Parity Obligations for Pledged Revenues:	2008 NMFA DWRLF Loan DW-1475, matures 2029 and 2013 NMFA DWRLF Loan DW-2696, matures 2034
Currently Outstanding Super Subordinate Obligations:	None.
Authorizing Legislation:	Governmental Unit Ordinance No. 2025-___ adopted June 11, 2025.
Closing Date:	July 18, 2025
Interest Rate:	0.25% (which includes the Administrative Fee)
Total Funding (Maximum Principal Amount):	$17,000,000

Total Repayable (Maximum Repayable Principal Amount):		$8,500,000
Repayable Project Fund:	$8,500,000	
Total Forgiven (Maximum Forgiven Principal Amount):		$8,500,000
Project Subsidy Fund:	$8,500,000	
Total Funding (Maximum Principal Amount):	$17,000,000	
Forgiven Percent:	50%	
Disadvantaged Status:	Disadvantaged	
First Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
First Principal and Interest Payment Date:	**[May 1, 2027] CONFIRM WITH NMFA**	
First Debt Service Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
Final Payment Date:	**[May 1, 2046] CONFIRM WITH NMFA**	

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: $17,000,000 Loan Agreement by and between the NMFA and the City of Santa Fe (the "Loan Agreement")

TO: DW@nmfa.net
New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505
Attn: Drinking Water

LOAN NO. DW-6522 CLOSING DATE: July 18, 2025

You are hereby authorized to disburse to the City of Santa Fe or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		☐ Interim Request ☐ Final Request
AMOUNT OF PAYMENT:	$	

For Period (work encumbered) _____ to _____

PURPOSE OF PAYMENT: _____

_____

_____

_____

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

☐ Check here if bank account information is new or has changed.

☐ Check here if bank account information is still current.

Please indicate if this Business is considered a

☐ SBE (Small Business Entrepreneur)	☐ MBE (Minority Business Entrepreneur)	☐ WBE (Women owned business Entrepreneur)	☐ N/A

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Santa Fe is not in breach of any of the covenants contained therein. If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Santa Fe understands its obligation to complete the acquisition of the Project and shall complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED:_____ By:_____
Authorized Officer

_____
(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: $17,000,000 Loan Agreement by and between the Finance Authority and the City of Santa Fe (the "Loan Agreement")

Loan No. DW-6522

Closing Date: July 18, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

City of Santa Fe, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan was $ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, NEW MEXICO

By: _____

Its: _____

FIR No. 10734

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): DW 6522 - DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

Sponsor(s): Councilor Amanda Chavez and Councilor Alma Castro

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Clinton Peterson, Engineer **Date:** 1/12/2026 **Phone:** (505) 955-4369

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Feb 16, 2026 13:33:38 MST) **Date:** 02/16/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 18, 2026 09:34:08 MST) **Date:** 02/18/2026

Summary:
The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of $17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive a loan of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
If this bill is adopted, the City would be able to better fund this critical infrastructure project. The principal loan forgiveness of fifty percent would save the City of Santa Fe Water Division up to $8,500,000. Additionally, the completion of the project would allow the City to be able to better provide potable drinking water to residents by replacing aging equipment and increasing the treatment plant efficiency.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of $17,000,000 for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Cayon Road Water Treatment Plant. This loan has a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. The loan portion of this agreement is to be paid back within 30 years at an interest rate of 0.25%.

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	$ 14,166.6	$14,166.6	$ 14,166.6				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
There is a 0.25% administrative fee associated with the loan, which is reflected in the expenditure table above as capital outlay.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$2,833,333.33	$2,833,333.33	$2,833,333.33	NR	505
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
The principal forgiveness associated with the loan will be applied to Fifty percent (50%) of the loan spent for this project. The Public Utilities Department is estimating 17 million dollars spent throughout the lifespan of the project over a period of approximately 26 months, spanning three fiscal years. The revenue savings associated with the maximum principal forgiveness of $8,500,000 is thus estimated in the table above to be allocated for the next 3 fiscal years.

Signature: 

Email: jdroach@santafenm.gov

Signature: Clinton Peterson
Clinton Peterson (Feb 18, 2026 10:39:48 MST)

Email: cdpeterson@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 3, 2026

To: Finance Committee and Governing Body

From: Travis Dutton-Leyda, Chief Procurement Officer

Via: Andrea Phillips, Deputy City Manager and Interim Finance Director
ANDREA PHILLIPS

RE: Procurement Modernization

EXECUTIVE SUMMARY

The proposed bill would amend SFCC 1987, Section 11-13, to expand and clarify exemptions permitted by NMSA 1978, Sections 13-1-98 through 13-1-98.2, including utilities, legal services, items requiring prepayment under one hundred thousand dollars ($100,000), and lobbying services. The bill would also require that the procurement manual be adopted by resolution and would update procurement authority to allow the Chief Procurement Officer to approve purchase orders and the use of requests for applications. The bill would further establish an maximum eight-year term for professional service contracts, adopt Construction Manager at Risk Delivery Method procedures set forth in NMSA 1978, Sections 13-1-124.1 through 13-1-124.5, allow the City Manager to approve contract amendments that do not materially alter the scope of work, and adds processes for emergency procurements.

BACKGROUND

The City of Santa Fe ("City") has long exercised its home-rule authority to establish a procurement system that reflects local priorities. Historically, the City relied on its own ordinance and Procurement Manual, which operated independently of the State of New Mexico's Procurement Code.

In 2018, the Governing Body adopted Ordinance No. 2018-1, Section 2, amending SFCC 1987, Section 11-13 to formally adopt the State Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) as the foundation for City purchasing and procurement operations. This action improved legal consistency, operational efficiency, and transparency while preserving the City's right to depart from state rules when expressly authorized by local ordinance.

Most recently, in 2023, the Governing Body adopted Ordinance No. 2023-20, amending SFCC 1987, Section 2-4.6 to increase the City Manager's contract approval authority to $200,000 and to require monthly publication of approved contracts. That ordinance also made a minor conforming change to Section 11-13 by striking outdated contract authority language, but it did not otherwise revise the City's Procurement Code. Since that time, the City's procurement needs have continued to evolve—driven by inflationary pressures, urgent timelines, and the complexity of public partnerships. The current ordinance amendments reflect that evolution and are intended to

clarify roles, update thresholds, streamline procedures, and codify best practices under the City's procurement framework.

ATTACHMENTS

Bill
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-02

Mayor Michael Garcia

A BILL

AMENDING SFCC 1987, SECTION 11-13 TO EXPAND EXEMPTIONS PERMITTED BY NMSA 1978, SECTIONS 13-1-98 THROUGH 13-1-98.2, INCLUDING CERTAIN PURCHASE TYPES, LEGAL SERVICE TYPES; ADDING EXEMPTIONS FOR CERTAIN PREPAYMENT-REQUIRED ITEMS, NOT EXCEEDING $100,000 AND FOR LOBBYING SERVICES REPRESENTING THE CITY OF SANTA FE'S INTERESTS; REQUIRING THE PROCUREMENT MANUAL TO BE ADOPTED BY RESOLUTION; ESTABLISHING AN EIGHT-YEAR MAXIMUM TERM FOR PROFESSIONAL SERVICE CONTRACTS; AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO APPROVE PURCHASE ORDERS AND TO APPROVE THE USE OF REQUESTS FOR APPLICATIONS; ADOPTING CONSTRUCTION MANAGER AT RISK DELIVERY METHOD PROCEDURES; MODIFYING CERTAIN AMOUNTS LISTED IN NMSA 1978, SECTION 13-1-125; AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT AMENDMENTS THAT DO NOT MATERIALLY ALTER THE SCOPE OF WORK.

Section 1. Section 11-13 of SFCC 1987 (being Ord. No. 2023-20 § 2, as amended) is amended to read:

11-13 - ADOPTION OF CITY'S PROCUREMENT CODE.

A. The city of Santa Fe hereby adopts the state of New Mexico Procurement Code (§§ 13-1-28 through 13-1-199, NMSA 1978) as the city of Santa Fe Procurement Code ("City Procurement Code"). Pursuant to its home-rule authority, and the city charter, the city may adopt rules specific to the city, which depart from state law. Any departures from the state law shall be adopted by ordinance.

B. Exemptions permitted by §§ 13-1-98 through 13-1-98.2, NMSA 1978 are hereby adopted, in addition to the following exemptions:

(1) Purchases of publicly provided or publicly regulated utilities and information services, including but not limited to: gas, electricity, water, sewer, telecommunications, refuse collection services, internet, and cable television;

(2) [~~Bond attorneys, if approved by the city council as part of the underwriting team involved in the issuance, sale and delivery of public securities for city bonds or city-issued bonds; and~~]

[~~(3)~~]Legal services [~~for advice, consultation, and representation of the city.~~] including but not limited to, advice, consultation, representation, research services, and litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers, and witness fees;

(3) Initial purchases not exceeding one hundred thousand dollars ($100,000) for prepayment-required items, such as magazine subscriptions, organizational membership fees, web-based or electronic subscriptions, and conference registration fees, are exempt from competitive procurement. This exemption does not apply if the subscription includes implementation costs or service fees.

(4) Lobbying services performed by a registered lobbyists for the purpose of representing the city's interests before federal or state legislative or executive bodies.

C. The purchasing officer shall be the "Chief Procurement Officer of the City" or "CPO" as defined by NMSA 1978, Section [~~§~~] 13-1-38.1[~~(2013)~~].

D. Local Preferences. Notwithstanding, NMSA 1978, Sections [~~§~~]13-1-21 and 13-1-22[~~(2016)~~], the city shall apply the following definitions and preferences:

(1) "Resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to NMSA 1978, Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.

(2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be three percent (3%) lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be six percent (6%) lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be three (3%) percent lower than the bid actually submitted.

(3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:

(a) Three percent (3%) of the total weight of all the factors used in evaluating the proposals to a resident business; and

(b) Three percent (3%) of the total weight of all the factors used in evaluating the proposals to a business with all resident business subcontractors.

(4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:

(a) Three percent (3%) of the total possible points to a resident business; and

(b) Three percent (3%) of the total possible points to a business with all resident business subcontractors.

(5) The maximum available local preference shall be six percent (6%).

E. Competitive sealed proposals valued in excess of one million dollars ($1,000,000.00).

(1) If the bid or proposal includes to subcontractors who are also resident businesses, the public body shall deem a bid or proposal submitted by a resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

(2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) percent lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

F. City employees shall endeavor to procure local goods and services that qualify as "small purchases" as defined by NMSA 1978, Section [~~§~~] 13-1-125.

G. Procurement Manual. The [~~Purchasing Manual may be amended as follows~~] governing body shall adopt the Procurement Manual by resolution.

[~~(1) The procurement officer, finance and budget director or any member of the governing body may propose amendments to the finance committee;~~

~~(2) The finance committee shall make its recommendation to the governing body~~;

~~(3) The governing body shall approve, modify or disapprove the proposed amendments.~~

H. ~~At the beginning of each fiscal year, if amendments are made, the Purchasing Manual shall be re-published with the publication date clearly designated, and all amendments shall be incorporated therein.~~]

I. Professional Service Contracts. Professional service contracts may be established or amended for a term not to exceed eight (8) years.

J. *CPO Purchase Authority.* Pursuant to NMSA 1978, Section 13-1-95.2, the CPO is authorized to approve Purchase Orders (POs).

K. *Use of Request for Applications (RFA).*The CPO may approve the use of RFA. Procedures for making the approval may be found in the city's procurement manual.

L. *Construction Manager at Risk (CMAR) Delivery Method*. Pursuant to its home rule authority under the Santa Fe Municipal Charter, the city hereby adopts the procedures set forth in NMSA 1978, Sections 13-1-124.1 through 13-1-124.5 and the applicable provisions of the New Mexico Administrative Code (NMAC), unless the city adopts its own CMAR procedures through the Procurement Manual. Wherever the state statutes reference the "governing body," such term shall be interpreted in accordance with SFCC 1987, Section 2-1.1, to mean the city's duly elected governing body as defined in the city charter.

M. The city hereby modifies the amounts listed in NMSA 1978, Section 13-1-125.

(1) Purchases shall not be artificially divided to constitute a small purchase under this section.

(2) The city may procure any services, construction, and items of tangible personal property having a value not exceeding sixty thousand dollars ($60,000), excluding applicable state and local gross receipts taxes, by issuing a direct purchase order to a contractor based upon the best interest of the city.

(3) The city shall procure services, construction, or items of tangible personal property having a value not exceeding one hundred thousand dollars ($100,000), or more if the New Mexico Legislature increases the threshold in NMSA 1978, Section 13-1-125. These amounts exclude applicable state and local gross receipts taxes, in accordance with the applicable small purchase rules adopted in the city's Procurement Manual.

N. *Contract Amendments Within City Manager Authority.* The city manager is authorized to approve amendments to existing contracts that do not materially alter the scope of work, including but not limited to term extensions, assignments or transfers of ownership, and other non-monetary changes. The city manager may also approve amendments that decrease the total compensation amount or that increase compensation, provided such increase is within the city manager's established approval

authority.

M. *Emergency Procurement, Authorization to Commence Work.*

(1) Upon a written determination that an emergency condition exists, executed in accordance with this section and approved by the appropriate person, the city may authorize a vendor to commence work prior to the execution of a separate contract, but following issuance of a PO, to the extent necessary to address the emergency.

(2) Authorization to proceed under this section shall be limited to work necessary to mitigate or resolve the emergency condition and shall not exceed the scope, duration, or dollar amount specified in the approved emergency determination.

(3) Any emergency procurement authorized pursuant to this section shall be submitted for ratification as soon as practicable after the CPO has issued a written determination. Ratification shall be completed by:

(a) The city manager, when the total procurement amount is within the city manager's approval authority; or

(b) The governing body, when the total procurement amount exceeds the city manager's approval authority.

(4) Work authorized and performed in good faith pursuant to an approved emergency determination shall not be invalidated due to the timing of ratification, provided all requirements of this section and the Bateman Act are otherwise satisfied.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 3, 2026 15:42:41 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bills/Procurement Modernization

FIR No. 10722.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Procurement Modernization

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Finance Department

Staff Completing FIR: Travis Dutton-Leyda, Chief Procurement Officer **Date:** 1/29/2026
Phone: (505) 629-8351

Reviewed by Interim City Attorney: Marcos Martinez (Feb 3, 2026 15:42:41 MST) **Date:** 02/03/2026

Reviewed by Interim Finance Director: ANDREA PHILLIPS (Feb 3, 2026 17:05:12 MST) **Date:** 02/03/2026

Summary:
The proposed bill would amend SFCC 1987, Section 11-13, to modernize the City of Santa Fe's (City) Procurement Code by expanding and clarifying exemptions permitted by NMSA 1978, Sections 13-1-98 through 13-1-98, including utilities, legal services, items requring prepayment under one hundred thousand dollars ($100,000), and lobbying services. The bill would also require that the procurement manual be adopted by resolution and would update procurement authority to allow the Chief Procurement Office to approve purchase orders and the use of requests for applications. The bill would further establish a maximum eight-year term for professional service contracts, adopt the Construction Manager at Risk Delivery Method procedures set forth in NMSA 1978, Sections 13-1-124.1 through 13-1-124.5, allow the City Manager to approve contract amendments that do not materially alter the scope of work, and provide additional processes for emergency procurements.

Departments Affected:
All departments that are engaged in procurement or contract management activities.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will continue operating under outdated procurement thresholds and procedural requirements that reduce efficiency, create unnecessary administrative burden, and limit flexibility in choosing the most appropriate solicitation methods. Staff time will continue to be spent on duplicative reviews, outdated procurement manual update procedures, and confusion regarding contract extensions for professional services.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation complements Ordinance No. 2023-20, which increased the City Manager's contract approval authority, and is consistent with the City's adoption of the State Procurement Code under Ordinance No. 2018-1.

Performance and Administrative Implications:

The proposed bill would improve departmental efficiency, reduce procurement processing time, and clarify approval pathways. Delegating Procurement Manual amendment authority and updating small purchase thresholds is one way to reduce administrative workload across departments. Additionally, it would be prudent to increase Purchasing's staff in the future to help manage procurements and contracts citywide.

Fiscal Implications:

**There is no direct fiscal impact associated with this bill. The changes are procedural and administrative in nature. Over time, the City may have indirect cost savings through reduced staff hours spent on manual routing, outdated approvals, and redundant documentation requirements.

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: tkduttonleyda@santafenm.gov