Agenda

Regular Meeting of the Governing Body
March 11, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body 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 Governing Body 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

- 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: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Faulkner
3. Salute to the New Mexico Flag

a. Councilor Garcia

4. Invocation and Rememberances

a. Councilor Cassutt

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

a. ForeKids Organization Youth Recreation Impact Recognition. (Philip Lujan, Parks and Open Space Division, MRC Business Manager, pmlujan@santafenm.gov)

9. Action Items: Consent Agenda

a. Request for Approval of the February 25, 2026 Regular Governing Body Meeting Minutes. (Geralyn F. Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body: 03/11/2026

b. Request for Approval of the February 24, 2026, Special Governing Body Meeting Minutes. (Geralyn F. Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body: 03/11/2026

c. Request for Approval of the Liquor Hearing Officer's Recommendation to Approve a Request from New Mexico Hard Cider, LLC dba New Mexico Hard Cider Taproom for the following:

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300-Foot Location Restriction to Allow the Sale of Alcohol at New Mexico Hard Cider, 505 Cerrillos Rd. Suite A105, Which is Within 300 feet of Santa Fe Jewish Center, located at 230 W. Manhattan Ave.

2. If the Waiver of the 300-Foot Location Restriction is Granted, Consideration of a Request for a Floor Plan Expansion, of Their Current Winegrowers Off-Site Liquor License for an Additional 6,845 Square Feet with a Final Square Footage of 9,146, to be Located at New Mexico Hard Cider, 505 Cerrillos Rd. Suite A105. (Emily Aragon, Constituent Services Specialist;

emaragon@santafenm.gov)

Committee Review:
Liquor Hearing: 03/09/2026
Governing Body: 03/11/2026

d. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $241,200 to Transfer One-Time Funding in FY26 from ITT Gross Receipts Tax to ITT Enterprise Resource Planning to Offset Funds That Were Transferred Out of ITT. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/04/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

e. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $408,669 to Transfer One-Time Funding in FY26 from Human Resources to ITT Department for ERP Project to Ensure That the Project Budget is Properly Allocated. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov and Sarah Bollteter-Gonzales, Human Resource Interim Director; snbolleter-gonzales@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/04/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

f. Request for Approval of a Budget Amendment Resolution (BAR) to Increase Professional Contracts in the Total Amount of $199,137 to Fund the New Mexico Ambulance Supplemental Payment Program. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov, and 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

g. 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

h. 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

i. 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

j. 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

k. 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

l. Request for Approval of Amendment No. 1 to Lease Agreement #16-116 with Santa Fe Health Club, LLC to Extend the Lease Term to February 28, 2031, and Increase Rent by $15,361.01 Per Year with an Escalation of 2.5% Per Year for the Lease of Land Adjacent to 786 Calle Mejia for Use as a Parking Lot. (Terry Lease, tjlease@santafenm.gov; Nina A. Nguyen, nanguyen@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/04/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

m. 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

n. 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

o. 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

p. 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

q. 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

r. Request for Approval of the Findings of Fact and Conclusions of Law for Case #2025-11028, General Plan Amendment at 2904 Rufina St, Lot 3, Requested by JenkinsGavin, Agent, on Behalf of Girls Inc. of Santa Fe, Applicant, wherein the Governing Body Approved the Request to Adopt a Resolution Amending the Future Land Use Map for this Parcel from Industrial and Business Park to Community Commercial. (Alexa Hempel, Case Manager, anhempel@santafenm.gov)

Committee Review:
Governing Body: 03/11/2026

s. Request for Approval of the Findings of Fact and Conclusions of Law for Case

#2025-11029, Rezoning at 2904 Rufina St, Lot 3, Requested by JenkinsGavin, Agent, on Behalf of Girls Inc. of Santa Fe, Applicant, wherein the Governing Body Approved the Request to Adopt an Ordinance for this Parcel Changing the Zoning from Light Industrial (I-1) and General Industrial (I-2) to General Commercial (C-2). (Alexa Hempel, Case Manager, anhempel@santafenm.gov)

Committee Review:
Govewrning Body: 03/11/2026

t. Request for Approval of the Findings of Fact and Conclusions of Law for Case #2025-11030, Master Plan at 2904 Rufina St, Lot 3 and 2A, 2-2, Requested by JenkinsGavin, Agent, on Behalf of Girls Inc. of Santa Fe, Applicant, wherein the Governing Body Approved the Request to Adopt a Resolution for the Master Plan of a Youth Center. (Alexa Hempel, Case Manager, anhempel@santafenm.gov)

Committee Review:
Governing Body: 03/11/2026

u. 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

v. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia, Councilor Lee Garcia, and Councilor Pilar Faulkner)
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

w. 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

10. Action Items: Discussion Agenda

a. Request for Approval of Amendment No. 2 to Item #22-0521 with Clarion Associates to Reassign the Contract to Goebel Partners LLC, Change the Scope of Work to Include Land Code Update Phase 2 Substantive Updates to Regulations and Procedures in the Land Development Code that Implement Key Community Standards and Land Development Policies, Increase the Compensation by $519,657 for a New Total Amount of $766,354.06 and Extend the Term to December 31, 2027 for the Land Code Update. (Heather Lamboy, Planning & Land Use Director; hllamboy@santafenm.gov)

Committee Review:
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

11. Matters from the City Manager

12. Matters from the City Attorney

a. **Executive Session**
In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Attorney-Client Discussion of Pending and Threatened Litigation, Including but not Limited to, Discussion of *Jared O'Shell v. Keisha Chavez*, D-101-CV-202402682 and Subpart (H)(8), Discussion of the

Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body at Zona del Sol. (Marcos Martinez, Interim City Attorney: mdmartinez@santafenm.gov).

13. Executive Session Action Items

    a. Discussion and Action. Discussion and Action on Settlement in *Jared O'Shell v. Keisha Chavez*, D-101-CV-202402682. (Kevin L. Nault, Assistant City Attorney: klnault@santafenm.gov).

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
    A Resolution Authorizing the Sale and Consumption of Beer and Hard Cider During the Party on the Pitch Soccer Tournament on May 30, 2026, Pursuant to Section 23-6.2(C) SFCC 1987. (Geralyn Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 03/11/2026
    Public Works and Utilities Committee: 03/16/2026
    Governing Body: 03/25/2026

    b. CONSIDERATION OF BILL NO. 2026-8. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Alma Castro)
    A Bill Amending Section 23-6, SFCC 1987 to Remove the Resolution Requirement for the Purpose of Approving Sales and Consumption of Alcohol at Public Events on City Property and Requiring that Governing Body Approval Be Recorded in Regular Governing Body Minutes Upon the City Clerk's Recommendation for Approval. (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 (Introduction): 03/11/2026
    Governing Body (Public Comment): 03/25/2026
    Quality of Life Committee: 04/01/2026
    Governing Body (Public Hearing): 04/29/2026

    c. CONSIDERATION OF BILL NO. 2026-5. ADOPTION OF ORDINANCE NO. 2026-____.(Councilor Amanda Chavez and Councilor Pilar Faulkner)
    A Bill 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 $2,500,000, Including a Loan in the Amount of $1,000,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Designing McClure Dam to the Outlet Conduit and Spillway, 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 (Introduction): 03/11/2026
Governing Body (Public Comment): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Finance Committee: 04/06/2026
Governing Body (Public Hearing): 03/29/2026

d. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia) Approving Budget Amendments and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's Second Quarter Budget Amendments for Fiscal Year 2026. (Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov, Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body: 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body: 03/25/2026

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

a. CONSIDERATION OF BILL NO. 2026-03. ADOPTION OF ORDINANCE NO. 2026-_____. (Mayor Michael Garcia)
A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section

2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to “Community Services Department” and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to “Emergency Management Department”; Amending Section 2-8.5 Creating a New Department, the “Economic Development Department” and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the “Land Use Department” and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New “Regional Airport Department”; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it “Metropolitan Redevelopment Agency (“MRA”) Department”; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, “City Organization”. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
~~Quality of Life Committee: 03/18/2026~~ ***MEETING HAS BEEN CANCELED***
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

b. CONSIDERATION OF BILL NO. 2026-04. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Amanda Chavez and Councilor Alma Castro)
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 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. (Clinton Peterson, Public Utilities Engineer; cdpeterson@santafenm.gov)

Committee Review:
Governing Body (Introduction): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

c. CONSIDERATION OF BILL NO. 2026-07. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Jamie Cassutt)
A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors. (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
Governing Body (Public Comment): 03/11/2026
~~Quality of Life Committee: 03/18/2026~~ ***MEETING HAS BEEN CANCELED***
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

19. Final Action on Legislation (Public Hearing)

a. 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

b. 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

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

21. Appointments

    a. Charter Review Commission

- Pamela Ray - Appointed by Mayor Michael Garcia - Term Ending 04/2027
- Renee Villarreal - Appointed by Councilor Castro - Term Ending 04/2027
- Maria Perez - Appointed by Councilor Feghali - Term Ending 04/2027
- Brandon Vella - Appointed by Councilor Bustamante - Term Ending 04/2027
- Rod Gould - Appointed by Councilor Barrett - Term Ending 04/2027
- Kendal Chavez - Appointed by Councilor Faulkner - Term Ending 04/2027
- John Paul Granillo - Appointed by Councilor Garcia - Term Ending 04/2027
- Roberta Duran - Appointed by Councilor Cassutt - Term Ending 04/2027

- Lillie Mae Ortiz - Appointed by Councilor Chavez - Term Ending 04/2027

b. Human Services Committee

- Orion Block - Appointment - Term Ending 03/2028
- Mark Glaser - Appointment - Term Ending 03/2028

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

Agenda

Regular Meeting of the Governing Body
February 25, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body 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 Governing Body 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-1/meetings-minutes-and-agendas/governing-body-public-comment

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

- 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: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Feghali
3. Salute to the New Mexico Flag

a. Councilor Faulkner

4. Invocation and Rememberances

   a. Councilor Chavez

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Urban Alchemy LOVE in Santa Fe. (Michael Anderer, Chief Administrative Officer, Urban Alchemy)

   b. Urban Alchemy Agape House Santa Fe. (Melek Totah, CFO, Urban Alchemy)

9. Action Items: Consent Agenda

   a. Request for Approval of the February 11, 2026 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 02/25/2026

   b. Request for Approval of the Liquor Hearing Officer's Recommendation to Approve a Request from F&C Restaurant, LLC for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only and Patio Services to be Located at F&C Restaurant 109 N. Guadalupe St. Suites 5 & 5A Santa Fe, New Mexico. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

      Committee Review:
      Liquor Hearing; 02/18/2026
      Governing Body; 02/25/2026

   c. Request for Approval of the Liquor Hearing Officer's Recommendation to Approve a Request from Yamas, LLC for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only to be Located at Yamas, 2411 Cerrillos Road Santa Fe, New Mexico. (Emily Aragon, Constiuent Services Specialist; emaragon@santafenm.gov)

      Committee Review:
      Liquor Hearing; 02/18/2026
      Governing Body; 02/25/2026

d. Request for Approval of the Liquor Hearing Officer's Recommendation to Approve a Request from EVO Entertainment Santa Fe, LLC for a Restaurant A (Beer and Wine) Liquor License with On-Premises Consumption Only to be Located at EVO Entertainment Santa Fe, 3474 Zafarano Drive, Santa Fe, New Mexico. (Emily Aragon, Contituent Services Specialist; emaragon@santafenm.gov)

Committee Review:
Liquor Hearing; 02/18/2026
Governing Body; 02/25/2026

e. 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

f. 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

g. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $210,567 to Re-Appropriate Unused FY25 Funds to FY26 Contracts to Support Ongoing Commitments and Implementations into FY26. (Loretta Olguin, Business Operations Manager; lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/18/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

h. Request for Budget Amendment Resolution (BAR) in the Amount of $80,000 to Transfer One-Time Funding in FY26 from Planning & Land Use to ITT to Compensate for the Purchase of the OpenGov Software. (Heather Lamboy,

Planning and Land Use Director, hllamboy@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/18/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

i. 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

j. 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

k. 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

l. 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

m. Request for Approval of Amendment No. 2 to Grant Agreement Item# 22-0514 with the New Mexico Aging and Long-Term Services Department to Extend the Reversion Date to June 30, 2026, for Encumbered Funds in the Amount of $170,259.18 for Grant Agreement E5290 to Purchase and Equip Vehicles for the Mary Esther Gonzales Senior Center. (Manuel Sanchez, Senior Services Director; mnsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/18/2026
Finance Committee: 02/23/2026
Governing Body Committee: 02/26/2026

n. Request for Approval of Amendment No. 2 to Grant Agreement Item #22-0541 with the New Mexico Aging and Long-Term Services Department to Extend the Reversion Date to June 30, 2026, for Encumbered Funds in the Amount of $133,762.68 for Grant Agreement E5288 to Plan, Design, Construct, Equip and Furnish the Mary Esther Gonzales Senior Center. (Manuel Sanchez, Senior Services Director; mnsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/18/2026
Finance Committee: 02/23/2026
Governing Body Committee: 02/26/2026

o. 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.

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

p. 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 and Utilities Committee: 02/16/2026
Public Safety Committee: 02/17/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

q. Request for Approval of a Service Agreement with Soundthinking Inc for the Purchase of a Gunshot Detection, Location, and Forensic Analysis Service in the Total Amount of $354,000 for a One-Year Term. (Jimmie Montoya, Police Captain; jemontoya@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/18/2026
Finance Committee: 02/23/2026
Governing Body: 02/25/2026

r. 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

s. 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

t. 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

10. Action Items: Discussion Agenda

    a. Set a Recurring Time for Monthly Study Session. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov)

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**
    In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1.H.8, Discussion of the Purchase, Acquisition, or Disposal of Real Property or Water Rights by the Public Body, Including but Not Limited to Discussion of the Shelter at 2801 Cerrillos Road.

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. 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

b. 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

c. CONSIDERATION OF BILL NO. 2026-03. ADOPTION OF ORDINANCE NO. 2026-_____. (Mayor Michael Garcia)
A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section 2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to "Community Services Department" and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to "Emergency Management Department"; Amending 2-8.5 Creating a New Department the "Economic Development Department" and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the "Land Use Department" and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New "Regional Airport Department"; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it "Metropolitan

Redevelopment Agency (“MRA”) Department”; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, “City Organization”. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Quality of Life Committee: 03/18/2026
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

d. CONSIDERATION OF BILL NO. 2026-04. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Amanda Chavez and Councilor Alma Castro)
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 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. (Clinton Peterson, Public Utilities Engineer; cdpeterson@santafenm.gov)

Committee Review:
Governing Body (Introduction): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

e. CONSIDERATION OF BILL NO. 2026-07. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Jamie Cassutt)
A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener’s Errors. (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
Governing Body (Public Comment): 03/11/2026
Quality of Life Committee: 03/18/2026
Governing Body (Public Hearing): 04/07/2026

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

    a. 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

19. Final Action on Legislation (Public Hearing)

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

    a. CONSIDERATION OF RESOLUTION NO. 2026-_____.
    A Resolution Amending the General Plan's Future Land Use Map Designation from Industrial and Business Park to Community Commercial for an Approximately 3.87 Acre Property Owned by Girls, Inc., of Santa Fe, at 2904 Rufina Street (Case No. 2025-11028). (Alexa Hempel, Senior Planner; anhempel@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026

b. CONSIDERATION OF BILL NO. 2025-27. ADOPTION OF ORDINANCE NO. 2026-____.
A Bill Rezoning an Approximately 3.87 Acre Tract of land Located at 2904 Rufina Street, from I-1 (Light Industrial) and I-2 (General Industrial) to C-2 (General Commercial) (Case No. 2025-11029). (Alexa Hempel, Senior Planner; anhempel@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026

c. CONSIDERATION OF RESOLUTION NO. 2026-_____.
A Resolution Adopting a Master Plan, for the Two Tracts of Land Located at 2904 Rufina Street, Lots 3 and 2A, 2-2, Within the City of Santa Fe, Comprising an Area of Approximately 4.27 Acres. (Case No. 2025-11030) (Alexa Hempel, Senior Planner; anhempel@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026

d. **Appeal # 2025-11633-APPL of Case # 2024-9320.** Adjoining Property Owner Tierra Contenta Corp. Appeals the Planning Commission's October 16, 2025, Decision Approving a Development Plan by Zydeco, LLC, for a 7.9-Acre Parcel at 7205 Plaza Central and Finding that the Development Is Not Subject to the Affordable Housing Guidelines of the Santa Fe Homes Program, SFCC Section 14-8.11(D)(3)(a). (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov) **POSTPONED**

21. Appointments

a. Arts Commission

- Oriana Lee - Appointment - Term Ending 10/2028

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, FEBRUARY 25, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:03 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Feghali**	**3**
3.	**Salute to the NM Flag**	**Councilor Faulkner**	**3**
4.	**Invocation and Remembrances**	**Councilor Garcia**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**		
	a. Urban Alchemy LOVE	**Given**	**4**
	b. Urban Alchemy Agape House	**Given**	**4**
9.	**Action Items: Consent Agenda**	**Approved**	**4-9**
17.	**Petitions From The Floor**	**Heard**	**9**
20.	**Public Hearings**		
	a. Resolution No. 2026-_____	**Approved**	**9**
	b. Bill No. 2025-27	**Approved**	**9-10**
	c. Resolution No. 2026-_____	**Approved**	**10-11**
	d. Appeal # 2025-11633-APPL	**Postponed**	**11**
10.	**Action Items: Discussion Items**		
	a. Monthly Study Session	**Approved**	**11**
11.	**Matters from the City Manager**	**Heard**	**11-12**
	Executive Session	**Held**	
13.	**Executive Session Action Items**	**None**	**12**

14.	**Matters from the City Clerk**	**Heard**	**12**
15.	**Comm. From Gov. Body**	**Heard**	**12**
16.	**Introduction of Legislation**		
	a. Resolution No. 2026-_____	**Introduced**	**12-13**
	b. Resolution No. 2026-_____	**Introduced**	**13**
	c. Bill No. 2026-03	**Introduced**	**13-14**
	d. Bill No. 2026-04	**Introduced**	**14**
	e. Bill No. 2026-07	**Introduced**	**14-15**
18.	**Public Comments on Bills**		
	a. Bill No. 2026-02	**None**	**15**
19.	**Final Action on Legislation**	**None**	**15**
21.	**Appointments**		
	a. Arts Commission	**Approved**	**15-16**
22.	**Adjourn**	**Adjourned at 9:26 pm**	**16**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, FEBRUARY 25, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 5:03 pm, on Wednesday, February 25, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR FEGHALI

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR FAULKNER

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR GARCIA

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Lee Garcia
Councilor Pilar Faulkner
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Mayor Michael Garcia

MEMBERS ABSENT

Councilor Amanda Chavez, excused

OTHERS PRESENT
Brian Moya, Interim City Manager
Marcos Martinez, Interim City Attorney
Geralyn Cardenas, Interim City Clerk
Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the agenda as presented.

VOTE The motion passed on a voice vote.

7. APPROVAL OF CONSENT AGENDA

Item 9 Q) was pulled from the Consent Agenda for discussion.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve the consent agenda as amended

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

8. PRESENTATIONS

A. URBAN ALCHEMY LOVE IN SANTA FE

Given.

B. URBAN ALCHEMY AGAPE HOUSE SANTA

Given.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE FEBRUARY 11, 2026 REGULAR GOVERNING BODY MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF THE LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM F & C RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION ONLY AND PATIO SERVICES TO BE LOCATED AT F & C RESTAURANT 109. N. GUADALUPE ST. SUITES 5 AND 5A SANTA FE, NEW MEXICO.

Approved on consent.

C. REQUEST FOR APPROVAL OF THE LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM YAMAS, LLC FOR A RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION ONLY TO BE LOCATED AT YAMAS, 2411 CERRILLOS ROAD SANTA FE, NEW MEXICO.

Approved on consent.

D. REQUEST FOR APPROVAL OF THE LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM EVO ENTERTAINMENT SANTA FE, LLC FOR A RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION ONLY TO BE LOCATED AT EVO ENTERTAINMENT SANTA FE, 3474 ZAFARANO DRIVE, SANTA FE, NEW MEXICO.

Approved on consent.

E. 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.

Approved on consent.

F. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $360,000 TO ALLOCATE FROM THE ½ % CAPITAL GRT FUND TO COMPLETE STREETS FY26 WIP CONSTRUCTION FOR REPAIRS TO CORTE DE PRINCESA.

Approved on consent.

G. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $210,567 TO RE-APPROPRIATE UNUSED FY25 FUNDS TO FY26 CONTRACTS TO SUPPORT ONGOING COMMITMENTS AND IMPLEMENTATIONS INTO FY26.

Approved on consent.

H. REQUEST FOR BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $80,000 TO TRANSFER ONE-TIME FUNDING IN FY26 FROM PLANNING & LAND USE TO ITT TO COMPENSATE FOR THE PURCHASE OF OPENGOV SOFTWARE.

Approved on consent.

I. 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.

Approved on consent.

J. 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.

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.

Approved on consent.

K. 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.

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.**

Approved on consent.

L. 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.

Approved on consent.

M. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO GRANT AGREEMENT ITEM # 22-0514 WITH THE NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT TO EXTEND THE REVERSION DATE TO JUNE 30, 2026, FOR ENCUMBERED FUNDS IN THE AMOUNT OF $170,259.18 FOR GRANT AGREEMENT E5290 TO PURCHASE AND EQUIP VEHICLES FOR THE MARY ESTHER GONZALES SENIOR CENTER.

Approved on consent.

N. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO GRANT AGREEMENT ITEM #22-0541 WITH THE NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT TO EXTEND THE REVERSION DATE TO JUNE 30, 2026, FOR ENCUMBERED FUNDS IN THE AMOUNT OF $133,762.68 FOR GRANT AGREEMENT E5288 TO PLAN, DESIGN, CONSTRUCT, EQUIP AND FURNISH THE MARY ESTHER GONZALES SENIOR CENTER.

Approved on consent.

O. 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.

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 LOAD TO WIP CONSTRUCTION.

Approved on consent.

P. REQUEST FOR APPROVAL OF GENERAL SERVCIES 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.

Approved on consent.

Q. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH SOUNDTHINKING INC FOR THE PURCHASE OF A GUNSHOT DETECTION, LOCATION, AND FORENSIC ANALYSIS SERVICE IN THE TOTAL AMOUNT OF $354,000 FOR A ONE-YEAR TERM.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to approve the service agreement with Soundthinking.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, no; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to amend the agenda and move to item 17 next then to item 20 and then resume the agenda as written.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes

R. REQUEST FOR APPROVAL OF THE AGE FRIENDLY ACTION PLAN.

Approved on consent.

S. CONSIDERATION OF RESOLUTION NO. 2026-_____. 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.

Approved on consent.

T. CONSIDERATION OF RESOLUTION NO. 2026-_____. 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.

Approved on consent.

17. PETITIONS FROM THE FLOOR

Would not state his name. Sanctuary cities are destroying us. You want to let illegal aliens take our homes and jobs. You don't take care of our people.

20. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

A. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION AMENDING THE GENERAL PLAN'S FUTURE LAND USE MAY DESIGNATION FROM INDUSTRIAL AND BUSINESS PARK TO COMMUNITY COMMERCIAL FOR AN APPROXIMATELY 3.87 ACRE PROPERTY OWNED BY GIRLS, INC., OF SANTA FE, AT 2904 RUFINA STREET (CASE NO. 2025-11028).

Public comment
All of the people who gave public comment were sworn in.

Cora Beinvaneu. Santa Fe. 11 years old. Miss Beinvaneu said she has been going to Girls Inc. for four years. She loves them for many reasons, especially for what they teach us.

Evelyn Villages. 10 grader at Capital HS. Miss Villages said Girls Inc. is more than a program. It is a safe space and helps her build her confidence and builds her

potential.

Blanca Ortiz. Alumni of Girls Inc. Miss Ortiz said she is the child of a single parent. She spent her time helping, as did all of her family, helping each other. When she arrived at Girls Inc. they asked me what she wanted. That shifted something in me. I could consider my future. It was a reliable place she could return to. It gave her stability and allowed her to be a kid.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to approve Resolution No. 2026-_____.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

B. CONSIDERATION OF BILL NO. 2025-27. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL REZONING AN APPROXIMATELY 3.87 ACRE TRACT OF LAND LOCATED AT 2904 RUFINA STREET, FROM I-1 (LIGHT INDUSTRIAL) AND I-2 (GENERAL INDUSTRIAL) TO C-2 (GENERAL COMMERCIAL) (CASE NO. 2025-11029).

There was no public comment.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to approve Bill No. 2025-27.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

C. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION ADOPTING A MASTER PLAN, FOR THE TWO TRACTS OF LAND pen LOCATED A2904 RUFINA STREET, LOTS 3 AND 2A, 2-2 WITHIN THE CITY OF SANTA FE, COMPRISING AN AREA OF APPROXIMATELY 4.27 ACRES. (CASE NO. 2025-11030).

There was no public comment.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Barrett, to approve Resolution No. 2026-_____, subject to the technical corrections in the staff report.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

D. APPEAL # 2025-11633-APPL OF CASE # 2024-9320. ADJOINING PROPERTY OWNER TIERRA CONTENTA CORP. APPEALS THE PLANNING COMMISSION'S OCTOBER 16, 2025, DECISION APPROVING A DEVELOPMENT PLAN BY ZYDECO, CCL, FOR A 7.9 ACRE PARCEL AT 7205 PLAZA CENTRAL AND FINDING THAT THE DEVELOPMENT IS NOT SUBJECT TO THE AFFORDABLE HOUSING GUIDELINES OF THE SANTA FE HOMES PROGRAM, SFCC SECTION 14-8.11(D)(3)(A).

This item was postponed before the meeting began.

10. ACTION ITEMS: DISCUSSION AGENDA

A. SET A RECURRING TIME FOR MONTHLY STUDY SESSION.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to have the next study session in lieu of the Quality of Life meeting on March 18th and that the subject be structure and legislation.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

11. MATTERS FROM THE CITY MANAGER

None.

12. MATTERS FROM THE CITY ATTORNEY

A. EXECUTIVE SESSION

IN ACCORDANCE WITH THE OPEN MEETINGS ACT, NMSA 1978,

SECTION 10-15-1 .H.8, DISCUSSION OF THE PURCHASE, ACQUISITION, OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, INCLUDING BUT NOT LIMITED TO DISCUSSION OF THE SHELTER AT 2801 CERRILLOS ROAD.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to enter into Executive Session pursuant to the Open Meetings Act, NMSA 1978, Section 10-15-1.H.8.

VOTE The motion passed on a roll call vote as follows:
Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

The Governing Body entered into Executive Session at 8:27 pm.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro, to reconvene in open session and that no action was taken in Executive Session.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

The Governing Body reconvened in open session at 9:09 pm.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2026-_____. 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.

Introduced.

B. CONSIDERATION OF RESOLUTION NO. 2026-_____. 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.

Introduced.

C. CONSIDERATION OF BILL NO. 2026-03. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL RELATING TO CITY ADMINISTRATION;
AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8. 10, 2-8.11, 2-8. 12. 2-8. 13, 2-8 14, AND 2-8. 15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION, AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 208.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 208.5 CREATING A NEW DEPARTMENT THE "ECONOMIC DEVELOPMENT DEPARTMENT" AND TO INCLUDE THE ARTS AND CULTURE DIVISION AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT OF "LAND USE DEPARTMENT" AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION, AMENDING SECTION 208.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW

"REGIONAL AIRPORT DEPARTMENT; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

Introduced.

MOTION A motion was made by Councilor Feghali, seconded by Councilor Castro, to amend the committee schedule to remove the assignment of item 16 C to the Quality of Life Committee.

VOTE The motion passed on a roll call vote as follows:
Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

D. CONSIDERATION OF BILL NO. 2026-04. ADOPTION OF ORDINANCE NO. 2026-_____. 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 SOLEY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER, IS SUFFICIENT TO COMPLETE THE 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.

Introduced.

E. CONSIDERATION OF BILL NO. 2026-07. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL CREATING A NEW SECTION 2-2.10 OF SFCC 1987 TO ESTABLISH CITY ATTORNEY AND CITY CLERK AUTHORITY TO CORRECT SCRIVENER'S ERRORS.

Introduced.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to amend the committee schedule and remove the assignment of item 16 E to the Quality of Life Committee, and add the assignment of item 16 E to the Finance Committee for the meeting of March 23rd.

VOTE The motion passed on a roll call vote as follows:
Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

18. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

A. CONSIDERATION OF BILL NO. 2026-02. ADOPTION OF ORDINANCE NO. 2026-_____. 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 OF 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.

There were no public comments.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

None.

21. APPOINTMENTS

A. ARTS COMMISSION

- ORIANA LEE - APPOINTMENT - TERM ENDING 10/2028

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante, to approve the appointment to the Arts Commission.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 9:26 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, Interim City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
February 25, 2026

The Governing Body of the City of Santa Fe met in an executive session duly called on February 25, 2026, beginning at 8:28 p.m.

The following was discussed:

In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1.H.8, Discussion of the Purchase, Acquisition, or Disposal of Real Property or Water Rights by the Public Body, Including but Not Limited to Discussion of the Shelter at 2801 Cerrillos Road. (Marcos Martinez, Interim City Attorney; mdmartinez@santafenm.gov)

PRESENT
Mayor Garcia
Councilor Barrett
Councilor Bustamante
Councilor Cassutt
Councilor Castro
Councilor Faulkner
Councilor Feghali
Councilor Garcia

STAFF PRESENT
Brian Moya, Interim City Manager
Andrea Philips, Deputy City Manager
Marcos Martinez, Interim City Attorney
Geralyn Cardenas, Interim City Clerk

There being no further business to discuss, the executive session was adjourned at 9:03 p.m.

_____
Geralyn F. Cardenas, Interim City Clerk

Agenda

Special Meeting of the Governing Body
February 24, 2026 at 4:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body 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 Governing Body 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-1/meetings-minutes-and-agendas/governing-body-public-comment

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

- 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: 1 (346) 248-7799 - Webinar ID: 819 0647 0889. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Bustamante
3. Salute to the New Mexico Flag

a. Councilor Barrett

4. Invocation and Rememberances

    a. Councilor Garcia

5. Roll Call

6. Approval of Agenda

7. Status Update

    a. Mayor Michael Garcia and Interim City Manager Brian Moya

8. Presentations

    a. Soldiers Monument Feasibility Study (Tina Reames, President of CSR Architects)

    b. State Historic Preservation Office (Michelle Ensey, Executive Director of Historic Preservation Division)

9. Public Comment

    a. Written Public Comment

10. Discussion of Next Steps/Possible Action

11. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
TUESDAY, FEBRUARY 24, 2026, 4:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 4:00 pm**	**2**
2.	**Pledge of Allegiance**	**Councilor Bustamante**	**2**
3.	**Salute to the NM Flag**	**Councilor Barrett**	**2**
4.	**Invocation and Remembrances**	**Councilor Garcia**	**2**
5.	**Roll Call**	**Quorum**	**2-3**
6.	**Approval of Agenda**	**Approved**	**3**
7.	**Status Update**	**Given**	**3**
8.	**Presentations**		
	a. Soldiers Monument Feas. Study	**Given**	**3**
	b. State Historic Prev. Office	**Given**	**3**
9.	**Public Comment**	**Heard**	**3-11**
10.	**Discussion**		
	Next Steps/Poss. Action	**Held**	**11**
11.	**Adjourn**	**Adjourned at 8:38 pm**	**11-12**

SPECIAL MEETING OF THE GOVERNING BODY
TUESDAY, FEBRUARY 24, 2026, 4:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

A special meeting of the Governing Body was called to order by Mayor Garcia, at 4:02 pm, on Tuesday, February 24, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR BUSTAMANTE

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR BARRETT

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR GARCIA

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Amanda Chavez, virtually
Councilor Lee Garcia
Councilor Pilar Faulkner
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Mayor Michael Garcia

OTHERS PRESENT
Brian Moya, Interim City Manager
Marcos Martinez, Interim City Attorney
Geralyn Cardenas, Interim City Clerk
Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Barrett, yes; Councilor Castro, yes; Councilor Cassutt, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Pilar Feghali, yes; Councilor Chavez, yes; Councilor Faulkner, yes.

7. STATUS UPDATE

A. MAYOR MICHAEL GARCIA AND INTERIM CITY MANAGER BRIAN MOYA

Given.

8. PRESENTATIONS

A. SOLDIERS MONUMENT FEASIBILITY STUDY

Given.

B. STATE HISTORIC PRESERVATION OFFICE

Given.

9. PUBLIC COMMENT

A. WRITTEN PUBLIC COMMENT

Steven Fox. District 2. Mr. Fox spoke to replacing the obelisk with a tree.

Katerina Walker, District 1. Ms. Walker asked if there is a Native person represented in the office of Historic Preservation, Columbus was Italian - not Spanish. Truth is the history. Putting it in National Cemetery makes sense. Make the current

site open space

David Montoya. District 1. Mr. Montoya spoke to symbols around us. The wounds here are deeper because of the lack of leadership. He is confident this mayor and council will come to a decision to unify us. It was to honor dead civil war veterans only.

Pelican Lee. District 1. Ms. Lee said this obelisk has been divisive from the beginning. It will be in the future as well. It is time to retire it. She likes that the pieces are in the history museum with an explanation of the history of it.

Judd Fischel. District 2. Mr. Fischel said the VA will not accept it because it is a point of violence. The cemetery is a place of repose. He is in favor of repairing it and putting it back where it came from if you move the statue of the 2 young men who carried the beaded cord on the plaza as well with its story. Tell the story of both.

Burl Breckner. District 2. Mr. Breckner said he appreciates the willingness to take this forward. He thinks you are on the right path to get to the finish line. He thinks the monument deserves to be rebuilt and stay in its place. There is a time capsule in the base from the 1800s. It was never found. You can look for it.

Richard Bossom. District 2. Retired Supreme Court Justice. Justice Blossom said the monument was built as a memorial to those who died in the civil war. Reflecting on that shows the importance to the original people living here at that time. Folks who died in that war were residents of this community and others. Their ancestors still live here in many cases. How can we not respect that. If we move it or don't reconstruct it, it loses its value and what it was intended to be. We need to reconstruct the memorial. If not, we risk dishonor to the sacrifice they made.

Michael Rodriguez. District 1. Mr. Rodriguez said we are all part of the Santa Fe family. Right now the monument is an insult to part of our family. If it is insulting it should be retired. The Plaza in the center could be flat for dancing and telling stories.

Gloria Montoya. District 2. Ms. Montoya said she learned the history of the obelisk from her grandfather. He fought in WW 1. 5,000 Native Americans served in the civil war. The memorial is for veterans who died. Keep it the way it is.

Carrie Wood. District 2. Ms. Wood said she wants the monument gone.

Najoni Denapaw. District 2. Ms. Denapaw said Native Americans had no say when this was built. It needs to come down. It is disrespectful.

Percy Stead. District 1. Mr. Stead said everyone is tiptoeing around the problem. The obelisk is racist. It has an adverse effect on people. You need to get

someone who represents everyone on that historic board and have the next public hearing in a setting where the youth of Santa Fe are involved.

Rick Martinez. District 1. Mr. Martinez said thank you for doing this. The problem is the plaques. We all need to speak with one voice. Show unity with the plaques on this. The monument is okay with changes in the plaques.

Oscar Rodriguez. District 1. Mr. Rodriguez said he is of Apache decedent. Savages means not Christian. He proposes that you leave it as it is. History is brutal. Seal it, drain it and leave it.

Miguel Gabaldon. District 4. Mr. Gabaldon said we must move forward based on the truth. The truth is it memorializes civil war activities. It memorializes the group of New Mexicans that resisted the confederate army. The monument is art. It represents something New Mexicans resisted as a movement that would have taken this area in a whole different direction.

Warren Langford. District 4. Mr. Langford said if you are able to look past the racism of erecting a monument that glorifies the long walk in the Indian Wars, that is racist. We can do better than this.

Ronald Trujillo. District 4. Mr. Trujillo asked what happened to our City. He has never seen this kind of splitting of the community. He wants to see the obelisk rebuilt. It is part of Santa Fe's history. Eliminate the derogatory wording. Listen to us as to what needs to be done. Make it for everybody. De Vargas, the statue. Look at that. He thinks that and the runners should be included.

Kathy Rivera. District 1. Ms. Rivera said vandalism happened. Santa Fe's reputation is that it is okay to get rid of something to put up something new. It is time to restore something that was taken down by mob rule.

Rory Martinez. District 2. Mr. Martinez said he is half Native and half Hispanic. The monument is about union soldiers. It is about our history. Restore it and take away the offensive language. Put additional panels around it to tell the story and the truth.

Shawn Newnan. District 4. Mr. Newnan said he is a Veteran and still serves. He wants to speak in support of returning the soldiers monument, restoring it and leaving it in the Plaza. Remove the offensive language. Provide historical context.

Mateo Pachino. Chimayo. Mr. Pachino said look at that budget closer. His company does restoration. If our Native brothers and sisters are offended you need to listen. There are social costs.

Chris Chavez. Santa Fe County. Mr. Chavez said he is a surveyor. He would like to present something different. He distributed a map with a survey on it and spoke to land grant history.

Elizabeth West. District 2. Ms. West handed out an article about the process that needs to happen before we do anything else. She believes the monument is owned by the State. The H Board is able to make a decision. The City was wrong.

Michael McLean. Santa Fe County. Mr. McLean said we are starting again after so long on this issue. We don't have a statewide preservation group. That would make an improvement in the situation. Have a meeting with preservationists to discuss and work out some ideas. Talk to the Southern Poverty Law Center. They deal with these sorts of things.

Leticia Montoya. District 1. Ms. Montoya said her concern is who is in charge. It is good to have a new Mayor. Why should citizens of the City pay for this. Have the people who tore it down pay for it.

Donna Rivera. Ms. Rivera said she thought CHART was the public hearing. Now have to have another one. There was a poll. Who decides what is appropriate. The rewriting of history is happening right now and in Washington DC. We are trying to rewrite history because we don't like it. The runners who led the revolt led to deaths. She is offended by that.

Terry Rivera. Santa Fe County. Ms. Rivera said please listen. The monument was not meant to be offensive. It was meant to honor the men who wanted to end slavery. It can be rebuilt and the offensive language removed. It could be replaced with a plaque honoring the Navajo Code Talkers. Keep it where it is and fix it.

Rory Dominguez. Albuquerque. Mr. Dominguez said his great grandfather fought in the civil war and against the Navajos who enslaved people also. You should keep the Obelisk. Show it as it was originally.

Pauline Anaya. Ms. Anaya said she is a decedent of centuries old Hispanic families. The 10 commandments are the laws of coexistence. She spoke to the history of hating God and tactics to divide the nation.

Glenn Wickel. District 2. Mr. Wickel said this discussion is about genocide, oppression and racism. Give the land back to the Pueblos. Any resolution is unjust. The monument is a gaping wound in Santa Fe. Get rid of the monument.

Shawnee Mountain Song. District 3. Ms. Mountain Song said the monument is

an eyesore on the Plaza. It is a tower of conflict and disgrace. She is a member Picuris Pueblo. Pave it over.

Kate Moses. District 2. Ms. Moses said she doesn't know how we got to thinking the monument has some intrinsic value. Send it to the dump. Indigenous communities have told us what harm the obelisk has caused them. Lay this issue to rest.

Elena Valdez. District 3. Ms. Valdez said she does not support the rebuilding of the monument. She is tired of hearing the monument represents Hispanic culture. It celebrates violence. There are many other ways to celebrate Hispanic culture. Teach our children heritage languages instead.

Matthew Collin. District 2. Mr. Collin said Santa Fe is a living city. You cannot carry history forward by pretending history is finished. The monument has been damaged. He is asking that it be relocated to a museum.

Charles Rothsacker. District 2. Mr. Rothsacker said he was an advocate for reconstruction of the monument. It is part of the history of the community. He is now conflicted about just leaving it the way it is.

Lauren Lie. District 1. Ms. Lie said she is opposed to rebuilding the obelisk. She wants it torn down and paved over. Honor our Veterans by doing more for them today and taking care of the living.

David Sloan. District 2. Mr. Sloan said in 1863 Navajos were being rounded up by soldiers. Any monument that honors people shooting women and children is not cool. We did not enslave people.

Ed Romero. District 2. Mr. Romero said you have heard this for 5 years. Stop the bleeding. You are the elected officials. You opened these gates. We all have history. We have lived in peace for centuries with Native Americans. Now we do not. You need to stop the bleeding. Stop attacks on our heritage. Another public hearing will be the same dialogue.

Juniper Anderson. District 1. Ms. Anderson said it is important to apologize for history. Everyone who lives here is benefitting from the exploitation of Indigenous people. They should pay for this. It is not hard to understand getting rid of it.

Pen La Farge. District 2. Mr. La Farge said thank you for having this discussion and trying to resolve the thorn in our side that has been here for too long. It is important that the monument be restored as closely to its original state as possible. One does not retire a monument for the same reason that one does not retire truth and history. Truth is, as his father Oliver La Farge noted, he defended the integrity of the

monument. He does think the integrity of the monument and the truth of what it stands for is the most important thing and cannot be retired.

Barbara Fix. District 1. Ms. Fix asked where did savages come from. Nomadic Indians. This is the time to realize that maybe the truth makes us free. This monument it to honor those who defended this country against slavery. That is what the monuments heart is about.

There was a five minute recess.

Barbara Fix returned and said war is hell. She spoke about the Battle of Glorieta.

Jerome Morrison. District 2. Mr. Morrison said he is a Preacher's kid. He talked to 2 former state historians. The original intent was to raise money to move soldiers to protect them from grave robbers. To say it is about Buffalo Soldiers too, that is not correct. This is hostile architecture.

Lisel Foust. District 2. Ms. Foust said do not restore the obelisk, Take it down. It is raciest.

Camilla Cuett. District 1. Ms. Cuett said the monument is an eyesore and hinders the experience of events on the Plaza.

Lisa Catt. District 4. Ms. Catt said she teaches a rainbow classroom. Their biggest thing is take care of each other. We know this monument is uncomfortable for Native Americans. It should not be there with history that hurts someone.

Herb Smith. District 1. Mr. Smith said when he first saw the monument he thought it was the worst thing he ever saw. He is now asking you to put it back. It stands for something. The army troops and what they did during the civil war. They took a bullet for civilians.

Frank Montano. District 1. Mr. Montano said the removal of the obelisk has come up before from many years ago. He does not envy you the decision you have to make. He will live with whatever decision you make. He thinks there is value in the monument. There is a lot to learn from it. How to get along is part of that. He is here to support the reconstruction of the obelisk.

Suzanne Romero. District 1. Ms. Romero said she asks this body to rebuild the monument so it can stand the test of time. One of our Councilors previously worked for City attorney. When she did she had information. She does not think those Councilors should be able to vote on anything on this. Another Councilor has brought up violence in the streets and called for violence in the streets. She should recuse

herself from voting on this issue.

Amy Christian. District 1. Ms. Christian said she sees the indigenous people of this land and the harms they have had to endure with this monument being in the center of the Plaza. Also people telling them how they should feel about it. If they are feeling harmed, you need to listen. Indigenous people's voices are not being heard. Retire this racist monument.

Shanee Wood. District 1. Mr. Wood said these are not easy decisions. He appreciates you taking that on. The guidance he offers is for now and future generations. The future does not belong to the past. Our obligation is to ensure the future does not belong to the past. The Plaza was meant to celebrate and come together. With this structure there, it obstructs that. There is a place for history. Museums and cemeteries. Not the Plaza.

Philip Crump. District 2. Mr. Crump said he is delighted to be in Santa Fe with a monument honoring soldiers who stopped the confederacy in its tracks. This provides an opportunity to acknowledge and honor the Native Americans who suffered so gravely in defending their culture and people.

Beverly Spears. District 2. Ms. Spears said she feels strongly that the monument needs to be restored in the Plaza without the offensive plaque. The architect dug down 32 inches and they did not find the bottom of the monument.

Dr. Christina Castro. Dr. Castro said she is from Taos Pueblo and Jemez Pueblo and is Chicano. She spoke against the obelisk. Any other racial demographic would not have to defend their position on this. We met with Mayor Webber and he agreed to remove the obelisk. There have been two instances of that. Remove the monument.

Cole Washburn. District 4. Mr. Washburn said he is from the Chickasaw Nation. It is a very deliberate decision to put this back up. He cares about what our City does. At this point, with opposition with a deliberate message that the voices have expressed, it dos not weigh up. He spoke against putting the monument back up. It needs to be completely gone.

Jay Dillon. Lifelong resident of Santa Fe. Mr. Dillon said restore and clean up the base of the monument. Restore the plaque to what we currently feel as a society. Add four District sculptures-Anglo, Hispanic, Native American and future. Steel sculptures. Leave the broken pieces in the museum. If you have to move it, take it to Ft. Marcy.

Adela Duran. District 1. Ms. Duran said thank you for this meeting. Our family

home is a few blocks from the Plaza. Her father and grandfather were born in the house. Her great grandfather built the house. Never in her life was the monument posed to us as racist. She would like to see it restored as much as possible to it's original position to honor history and the original intent. She will respect your decision.

Raymond Herrera. District 1. Mr. Herrera said the former Mayor ruined our culture. His family has been here for four generations. For generations we have worked with Indians. The obelisk is part of our history. Why erase history.

Christine Winfield. District 2. Ms. Winfield said people should not be told they should not be offended because no one ever said it was raciest. She knows racism. How dare you compare your sorrow at watching the obelisk be destroyed with the harm Native Americans have endured.

Virgil Vigil. District 1. Mr. Vigil said the prior mayor allowed the obelisk to be destroyed. Union Protectiva sued the City and won. The First District Court, in 2024, said on page 22 that within 180 days of this order the City must restore the soldiers monument to like or similar condition as it was. With stabilization and repair. We are prepared to use any legal means to ensure this order is adhered to. We ask you to rule in favor of the study. We support Option 2 B. Rebuild using new material and replace the controversial plaque. Do the right thing. Leave it at the current location and obey the law.

Eli Bransford. District 3. Mr. Bransford said he is for the current resolution to display the broken fragments of the obelisk. Let the people be reminded of the criminal violence in our city. He thinks you should take into consideration who had a hand in tearing down the monument. They are not done tearing historic things down. If we delete everything that is offensive we will have nothing. Rebuild the monument.

Millie De Santas. District 1. Ms. De Santas asked do you care about conferee or people.

Karl Duncan. White Sands Blvd. Mr. Duncan said he is the Chair of the Santa Fe Arts Commission and is on the Board of Trustees for American Indian Arts and is the Director of the Poeh Center. He is here as an individual. He is here to talk about who we are and who we aspire to be. The question is if rebuilding this moves Santa Fe forward. He is oppose rebuilding the monument on the Plaza with the deep belief that history should guide us to unity and not backward. In moments like this, we decide what kind of community we want to model for our children. Rebuilding a monument that many people in the community feel is hurtful gives the message that some history means more than another. The true strength of this place comes from people, not monuments. You should take the resources proposed and invest them in affordable housing and youth programs. Lift up voices. It is not about winning an argument. It is about taking a direction.

Jaydin Mermen. Member of the community. Mr. Mermen said it is a difficult decision as to what to do to heal this community. Civilized societies do not tear down history. Rebuild the monument and put another one up to honor our Native American brothers and sisters.

Doris Vigil McBride. Cochina Loop. Ms. McBride said this is about what is happening with the destruction of cuture and history. God wants us to love each other.

Rachel Thompson. District 2. Ms. Thompson said this monument has to do with the eternal. Maybe create a new more harmonious obelisk. Each side for each group.

Stephanie Beninato. Ms. Beninato said she sent in comments. She is a 50 year resident. Restoring the monument without the north plaque is erasing history. There was an attempt at genocide. She thinks move the monument or leave it as is. Unfortunately that the process described is circular.

Autumn Gomez. Born and raised in Santa Fe. District 1. Ms. Gomez said she is of Comanche descent. The word savage does not describe us. You are speaking ill of her ancestors. Let the obelisk go. Create a place where we all feel welcome.

Bob White. Mr. White said it has taken 5 years to get to this point. He submitted written comment. He thinks anything going up there now that has reference to military engagement with Native Americans will be destroyed again. He proposes that you put on top of the monument information about Santa Fe and 200 years together. Honor veterans and friendship among cultures.

Nia Valdo. District 1. Ms. Valdo said she is completely against reconstruction of the monument.

Dawn Furlong. District 1. Ms. Furlong asked for Native voices to be heard.

Roberto Roybal. District 1. Mr. Roybal said he urge you to not restore the monument. The money could be better spent on other things in Santa Fe. Indigenous people are opposed to it and that should be honored. Take it to the dump.

Pillar Anglo. District 1. Ms. Anglo said it is not true that civilized societies do not remove monuments. They have been removed across the country. She is opposed to rebuilding the monument.

Jessica Trujillo. Ms. Trujillo said it is offensive to use word savage. She does not agree with rebuilding the obelisk. Consider another option.

10. DISCUSSION OF NEXT STEPS/POSSIBLE ACTION

There was discussion.

11. ADJOURN

There bring no further business before the Governing Body, the meeting adjourned at 8:38 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn Cardenas, Interim City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin (Mar 3, 2026 17:21:39 MST)

_____
Elizabeth Martin, Stenographer

Governing Body Special 022426

Final Audit Report 2026-03-04

Created:	2026-03-03
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyw4OjF62CVJFH6TsZVtCqe6O8sYnt_e2

"Governing Body Special 022426" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2026-03-03 - 11:29:39 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Martin (max4martin@yahoo.com) for signature
2026-03-03 - 11:30:03 PM GMT

Email viewed by Elizabeth Martin (max4martin@yahoo.com)
2026-03-04 - 0:21:10 AM GMT- IP address: 69.147.91.11

Document e-signed by Elizabeth Martin (max4martin@yahoo.com)
Signature Date: 2026-03-04 - 0:21:39 AM GMT - Time Source: server- IP address: 172.59.3.44

Agreement completed.
2026-03-04 - 0:21:39 AM GMT

Powered by Adobe Acrobat Sign

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Floor Plan Expansion/Change Intake Application

Application Number: PAR-0000405132

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

RECEIVED - CITY CLEI
'26 FEB 17

Permanent Change of Floor Plan or Expansion of a Liquor Licensed Premise Application
$75.00 Fee: all fees non-refundable | NMAC 15.10.32.12 | NMAC 15.10.32.13 | NMAC 15.10.32.14

- The licensee may not serve or sell alcohol in the proposed new area until written approval and a new approved floor plan is received. A licensee must show proof the entire enclosure for any proposed outdoor areas and any expansion. A site inspection may be required before approval is granted.
- Licensee must obtain written approval and receive a new stamped approved floor plan issued by ABC's staff to begin sales or service of alcohol in the changed or expanded areas.
- 15.11.2.10 FLOOR PLAN: All licensees and their employees shall have access on the licensed premises to a hard copy of the current floor plan approved by the division.

Business Name: New Mexico Hard Cider, LLC
Licensee DBA Name: New Mexico Hard Cider Taproom
Lessee:

License Number: WOS-000006
Licensee Type: Winegrower Off-Site
License Status: Active
Premises Address: 505 Cerrillos Road, Suite A105, Santa Fe, NM 87501
Premises County: Santa Fe
Premises Local Option District: Santa Fe City

Contact Name: Craig Martin Moya
Contact Email: nmcider@gmail.com
Contact Phone: (505) 231-0632

Please specify the appropriate reason for this application? ☑ Expanding Floor Plan ☐ Reducing Floor Plan ☐ Changing Floor Plan
Effective Date of Change: 03/01/2026
Reason for Change: Expand the business more seats

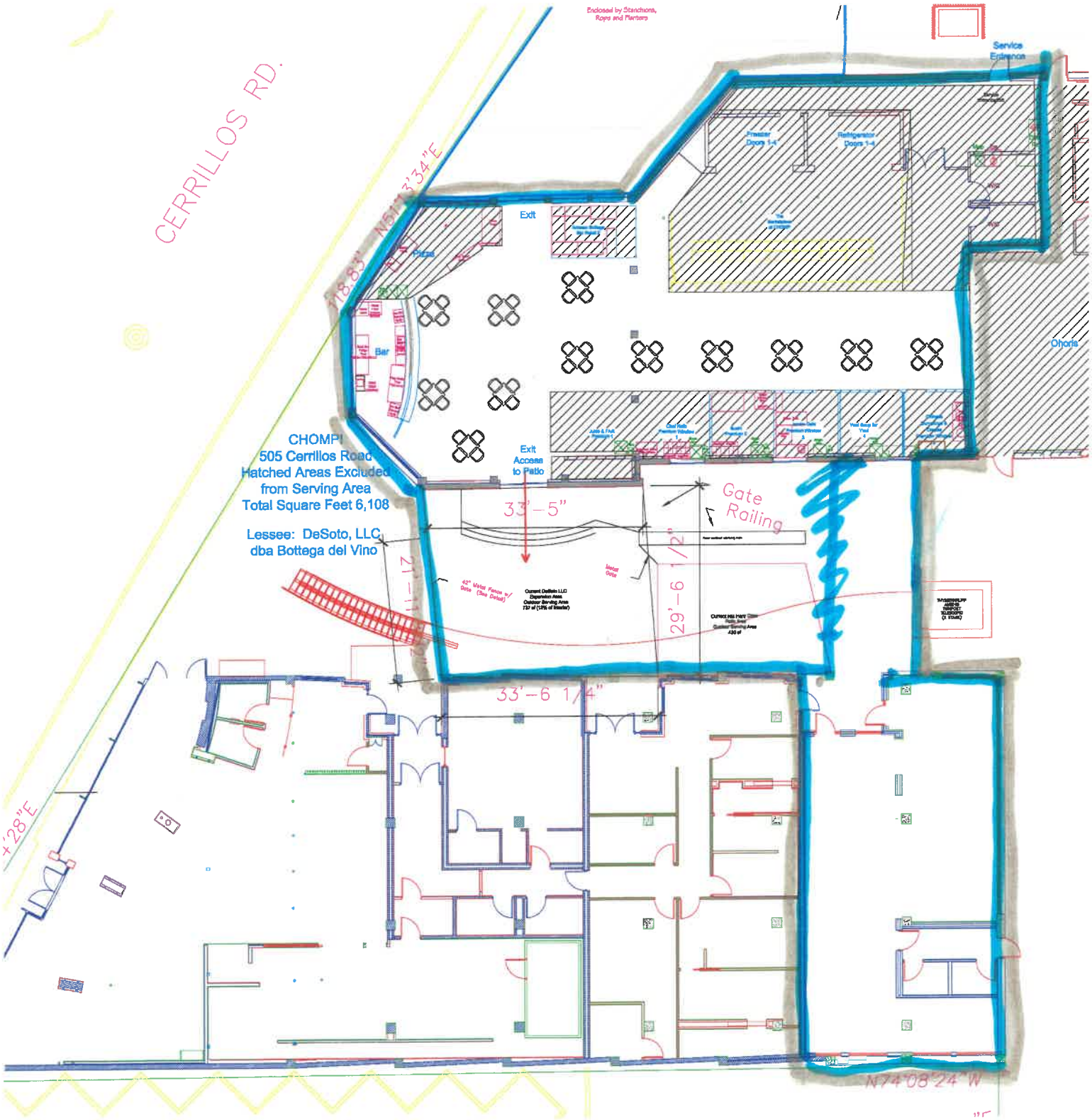
Square Footage (Current): 2301
Square Footage (Adding/Changing): 6845
Final Square Footage: 9146

Has the expansion/change of floor plan resulted in change of premises street address?	No
Will the proposed expansion bring the licensed premises within 300 feet of a church or school?	Yes
Do you understand that if the change or expansion of the licensed premises is twenty-five (25%) or more of the total existing square footage, the Director may require the licensee to file an application for a Transfer of Location?	Yes
Do you attest that the requested change meets the definition of 'licensed premises' in NMSA 1978 60-3A-3(O), which states in part 'licensed premises means the contiguous areas of the structure and the grounds that are under the direct control of the licensee.	Yes
Has there been any change in ownership or operation of Licensee?	No

Specify your role with respect to license for which you are requesting the change? ☑ Owner ☐ Lessee ☐ Resident Agent

Required for Expansions Only | Local Option District Review

Local Governing Body of:_____ Village, County, City Check one: ☐ Approved ☐ Disapproved
Signature and Title of Village/County/City Official:_____ Date:_____


CERRILLOS RD.
Enclosed by Stanchions, Ropes and Planters
Service Entrance
Freezer Doors 1-4
Refrigerator Doors 1-4
Exit
Bar
Ohoria
CHOMP!
505 Cerrillos Road
Hatched Areas Excluded
from Serving Area
Total Square Feet 6,108
Lessee: DeSoto, LLC
dba Bottega del Vino
Exit Access to Patio
33'-5"
Gate
Railing
29'-6 1/2"
33'-6 1/4"
N74°08'24"W

City of Santa Fe Memorandum

DATE: March 2, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

FROM: Emily Aragon, Constituent Services Specialist

VIA: Geralyn F. Cardenas, Interim City Clerk/Director of Community Engagement

ITEM & ISSUE:

Request from New Mexico Hard Cider, LLC dba New Mexico Hard Cider Taproom for a Waiver of the 300-Foot Location Restriction, and a Floor Plan Expansion of their current Winegrower Off-Site Liquor License.

BACKGROUND AND SUMMARY:

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300-foot location restriction to allow the sale of alcohol at New Mexico Hard Cider, 505 Cerrillos Rd. Suite A105, which is within 300 feet of the Santa Fe Jewish Center, located at 230 W. Manhattan Avenue.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Floor Plan Expansion of their current Winegrower Off-Site Liquor License for an additional 6,845 square feet with a final square footage of 9,146, to be located at New Mexico Hard Cider, 505 Cerrillos Rd. Suite A105.

Attached is the original application, and the GIS map confirming that the location is within 300 feet of the Santa Fe Jewish Center, 230 W. Manhattan Avenue.

ACTION REQUESTED

Consideration of the above request

Attachments: Alcoholic Beverage Control Application

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Floor Plan Expansion/Change Intake Application

Application Number: PAR-0000405132

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

RECEIVED - CITY CLEI
'26 FEB 17

Permanent Change of Floor Plan or Expansion of a Liquor Licensed Premise Application
$75.00 Fee: all fees non-refundable | NMAC 15.10.32.12 | NMAC 15.10.32.13 | NMAC 15.10.32.14

- The licensee may not serve or sell alcohol in the proposed new area until written approval and a new approved floor plan is received. A licensee must show proof the entire enclosure for any proposed outdoor areas and any expansion. A site inspection may be required before approval is granted.
- Licensee must obtain written approval and receive a new stamped approved floor plan issued by ABC's staff to begin sales or service of alcohol in the changed or expanded areas.
- 15.11.2.10 FLOOR PLAN: All licensees and their employees shall have access on the licensed premises to a hard copy of the current floor plan approved by the division.

Business Name: New Mexico Hard Cider, LLC
Licensee DBA Name: New Mexico Hard Cider Taproom
Lessee:

License Number: WOS-000006
Licensee Type: Winegrower Off-Site
License Status: Active
Premises Address: 505 Cerrillos Road, Suite A105, Santa Fe, NM 87501
Premises County: Santa Fe
Premises Local Option District: Santa Fe City

Contact Name: Craig Martin Moya
Contact Email: nmcider@gmail.com
Contact Phone: (505) 231-0632

Please specify the appropriate reason for this application? ☑ Expanding Floor Plan ☐ Reducing Floor Plan ☐ Changing Floor Plan
Effective Date of Change: 03/01/2026
Reason for Change: Expand the business more seats

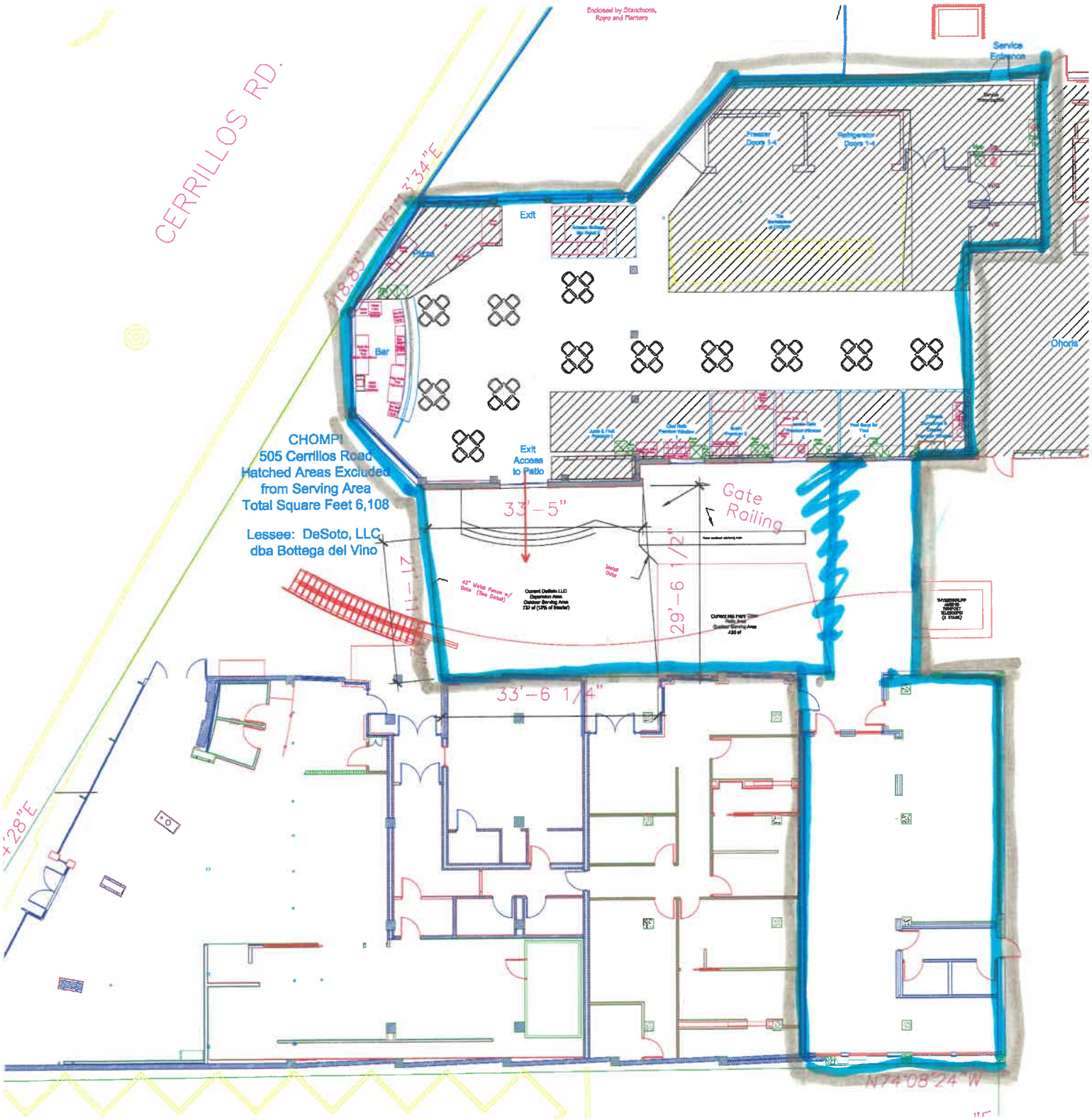
Square Footage (Current): 2301
Square Footage (Adding/Changing): 6845
Final Square Footage: 9146

Has the expansion/change of floor plan resulted in change of premises street address?	No
Will the proposed expansion bring the licensed premises within 300 feet of a church or school?	Yes
Do you understand that if the change or expansion of the licensed premises is twenty-five (25%) or more of the total existing square footage, the Director may require the licensee to file an application for a Transfer of Location?	Yes
Do you attest that the requested change meets the definition of 'licensed premises' in NMSA 1978 60-3A-3(O), which states in part 'licensed premises means the contiguous areas of the structure and the grounds that are under the direct control of the licensee.	Yes
Has there been any change in ownership or operation of Licensee?	No

Specify your role with respect to license for which you are requesting the change? ☑ Owner ☐ Lessee ☐ Resident Agent

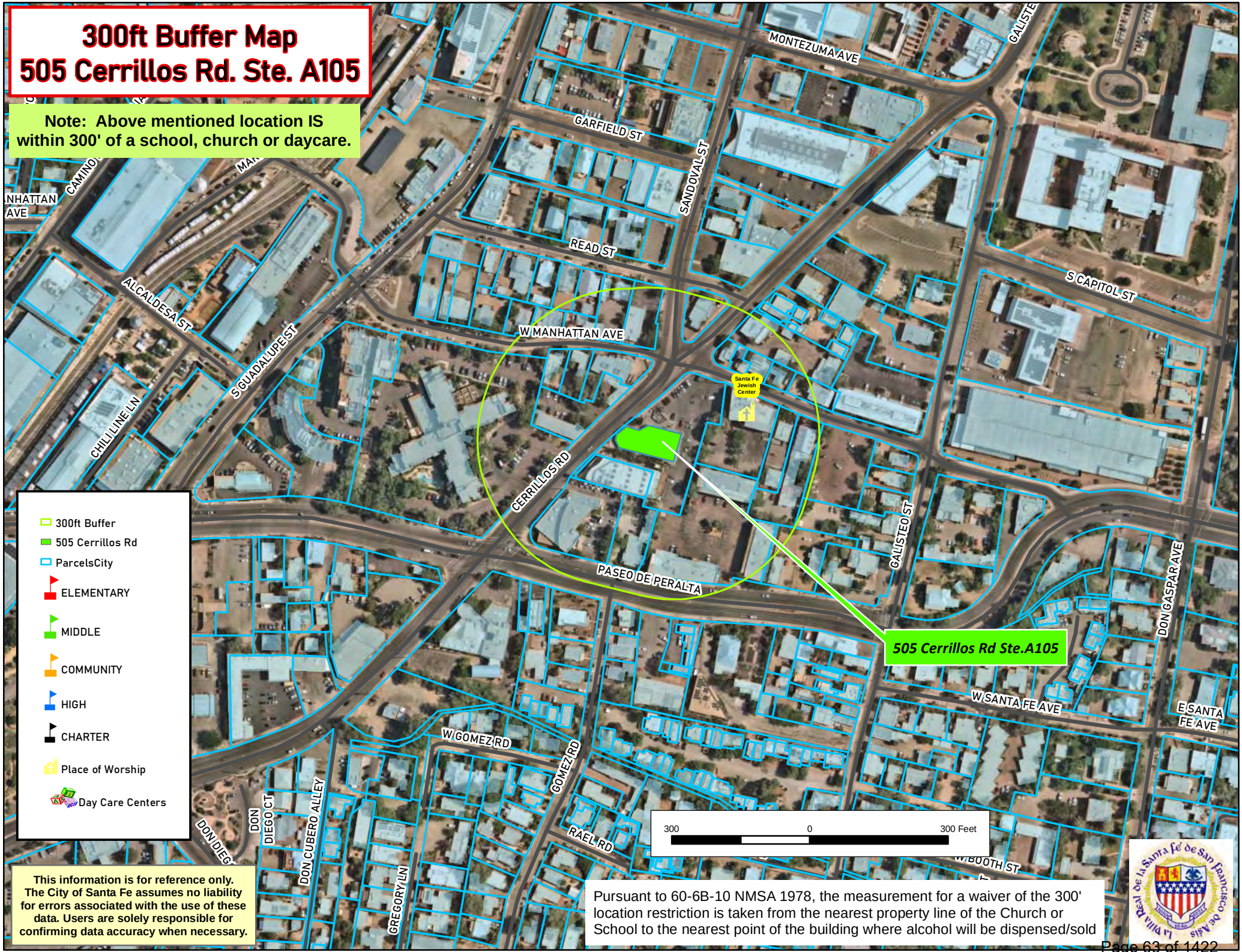
Required for Expansions Only | Local Option District Review

Local Governing Body of:_____ Village, County, City Check one: ☐ Approved ☐ Disapproved
Signature and Title of Village/County/City Official:_____ Date:_____


CERRILLOS RD.
Enclosed by Stanchions, Ropes and Planters
Service Entrance
Freezer Doors 1-4
Refrigerator Doors 1-4
Exit
Bar
Patio
Ohoris
CHOMP!
505 Cerrillos Road
Hatched Areas Excluded
from Serving Area
Total Square Feet 6,108
Lessee: DeSoto, LLC
dba Bottega del Vino
Exit Access to Patio
33'-5"
Gate
Railing
29'-6 1/2"
33'-6 1/4"
N74°08'24"W

300ft Buffer Map
505 Cerrillos Rd. Ste. A105

Note: Above mentioned location IS within 300' of a school, church or daycare.



This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.

Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold

Document Path: S:\GISDATA\workorders\Phillip\SpecialDispenserPermit_Phil_CityClerks.mxd

City of Santa Fe, New Mexico

memo

DATE: February 2, 2026

TO: Budget Department

VIA: Eric Candelaria, ITT Director Eric Candelaria (Feb 25, 2026 15:16:03 MST)

FROM: James Edwards, ITT Procurement Coordinator

RE: ITT Department

SUMMARY:

Request for Budget Amendment Request (BAR) in the Amount of $241,200.00 to Transfer One-Time Funding in FY26 from ITT GRT to ITT ERP to Offset Funds That Were Transferred Out of ITT.

Action Requested:
Transfer funds from ITT GRT to ITT ERP.

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

241k Memo

Final Audit Report 2026-02-25

Created:	2026-02-25
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATa_LCEdrbH5kP3Uvrsw0iyQmlR1DHfqH

"241k Memo" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2026-02-25 - 10:10:09 PM GMT- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2026-02-25 - 10:10:38 PM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2026-02-25 - 10:15:30 PM GMT- IP address: 73.127.138.169

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)
Signature Date: 2026-02-25 - 10:16:03 PM GMT - Time Source: server- IP address: 73.127.138.169

Agreement completed.
2026-02-25 - 10:16:03 PM GMT

Powered by Adobe Acrobat Sign

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

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

DEPARTMENT / DIVISION NAME	DATE
	2/4/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
ITT (GRT) Other Consulting	3653501	510340			(241,200)
ITT (GRT) Transfer Out to 325	3653501	760325		241,200	
ERP service Contracts	3253950	510310		241,200	
REVENUES				{enter as negative #}	{enter as positive #}
ERP Operating Trabsfer in from 365	3253950	660365		(241,200)	
				$ 241,200	$ (241,200)

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

Transferring in money to offset funds that were transferred out of ITT.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

JAMES EDWARDS
JAMES EDWARDS (Feb 10, 2026 10:43:27 MST)
02/10/2026
Prepared By {print name} Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
02/10/2026
Budget Officer Date

ANDREA PHILLIPS (Feb 12, 2026 16:08:26 MST)
02/12/2026
Finance Director {≤ $5,000} Date

Division Director Signature {optional} Date

Eric Candelaria (Feb 10, 2026 08:53:36 MST)
Department Director Signature Date

BRYAN MOYA
City Manager {≤ $60,000} Date

Signature:

Email: eagomez@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: February 12, 2026

TO: Human Resources Department. Sarah Bolleter-Gonzales

VIA: Eric Candelaria, ITT Director Eric Candelaria (Feb 16, 2026 16:15:42 MST)

FROM: James Edwards, ITT Procurement Coordinator

RE: ITT ERP Project funds transfer.

SUMMARY:

A significant amount was budgeted for the ERP project in HR, but the expenses were actually paid from ITT. This amount includes the $500,000 original allocation to HR ERP in FY23, less the $64,469 spent in FY23 and $26,862 spent in FY24, for a total increase of $408,669. We are seeking to move this amount into the main ITT ERP project to assure that the project budget is properly allocated

Action Requested:
Transfer funds from HR ERP funds transfer to ITT ERP project budget.

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

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

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

DEPARTMENT / DIVISION NAME	DATE
	2/4/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
ERP Service Contracts	3253950	510310		408,669	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				408669	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
A significant amount was budgeted for the ERP project in HR, but the expenses were actually paid from ITT. This amount includes the $500,000 original allocation to HR ERP in FY23, less the $64,469 spent in FY23 and $26,862 spent in FY24, for a

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

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

James Edwards — 2/12/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Sarah Bolleter-Gonzales — 02/20/2026
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 10:31:03 MST) — 02/23/2026
Finance Director *{≤ $5,000}* — Date

BRIAN MOYA
City Manager *{≤ $60,000}* — Date

Account Inquiry [CITY OF SANTA FE]

Account

Fund	325	SPECPROJ	Acct	325-10-30-3010-231-00-000-510340-	
Org	3250231	HR ERP	Acct name	Other Consulting	
Object	510340	Oth Cnsltg	Type	Expense	Status Active
Project			Rollup		
			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
Original Budget	.00	.00	.00
Transfers In	.00	.00	300,000.00
Transfers Out	.00	.00	.00
Revised Budget	.00	.00	300,000.00
Actual (Memo)	.00	.00	26,862.12
Encumbrances	.00	.00	.00
Requisitions	.00		
Available	.00	.00	273,137.88
Percent used	.00	.00	8.95

Account Inquiry [CITY OF SANTA FE]

Account

Fund	325	SPECPROJ
Org	3250231	HR ERP
Object	510340	Oth Cnsltg
Project		

4 Year Comparison | Current Year | H

	Fiscal Year 2023
Original Budget	500,000.00
Transfers In	.00
Transfers Out	.00
Revised Budget	500,000.00
Actual (Memo)	64,469.10
Encumbrances	.00
Available	435,530.90
Percent Used	12.89

408k Justification Memo

Final Audit Report 2026-02-23

Created:	2026-02-16
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2e1WXLGxQ6p6P5mR57Tu6o5TLWCpci02

"408k Justification Memo" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2026-02-16 - 9:40:41 PM GMT- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2026-02-16 - 9:45:45 PM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2026-02-16 - 11:15:28 PM GMT- IP address: 174.240.16.184

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)
Signature Date: 2026-02-16 - 11:15:42 PM GMT - Time Source: server- IP address: 174.240.16.184

Document emailed to Sarah Bolleter-Gonzales (snbolleter-gonzales@ci.santa-fe.nm.us) for signature
2026-02-16 - 11:15:43 PM GMT

Email viewed by Sarah Bolleter-Gonzales (snbolleter-gonzales@ci.santa-fe.nm.us)
2026-02-19 - 10:25:48 PM GMT- IP address: 104.47.64.254

Email viewed by Sarah Bolleter-Gonzales (snbolleter-gonzales@ci.santa-fe.nm.us)
2026-02-20 - 7:17:27 PM GMT- IP address: 104.47.65.254

Document e-signed by Sarah Bolleter-Gonzales (snbolleter-gonzales@ci.santa-fe.nm.us)
Signature Date: 2026-02-20 - 7:19:23 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
2026-02-20 - 7:19:25 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-02-20 - 8:59:26 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-02-20 - 8:59:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-02-20 - 8:59:50 PM GMT

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-02-20 - 8:59:56 PM GMT- IP address: 62.10.205.21

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-02-23 - 5:31:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2026-02-23 - 5:31:06 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2026-02-23 - 5:44:48 PM GMT- IP address: 63.232.20.2

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2026-02-23 - 5:45:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-02-23 - 5:45:09 PM GMT

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.

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.

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

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 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

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 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.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[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

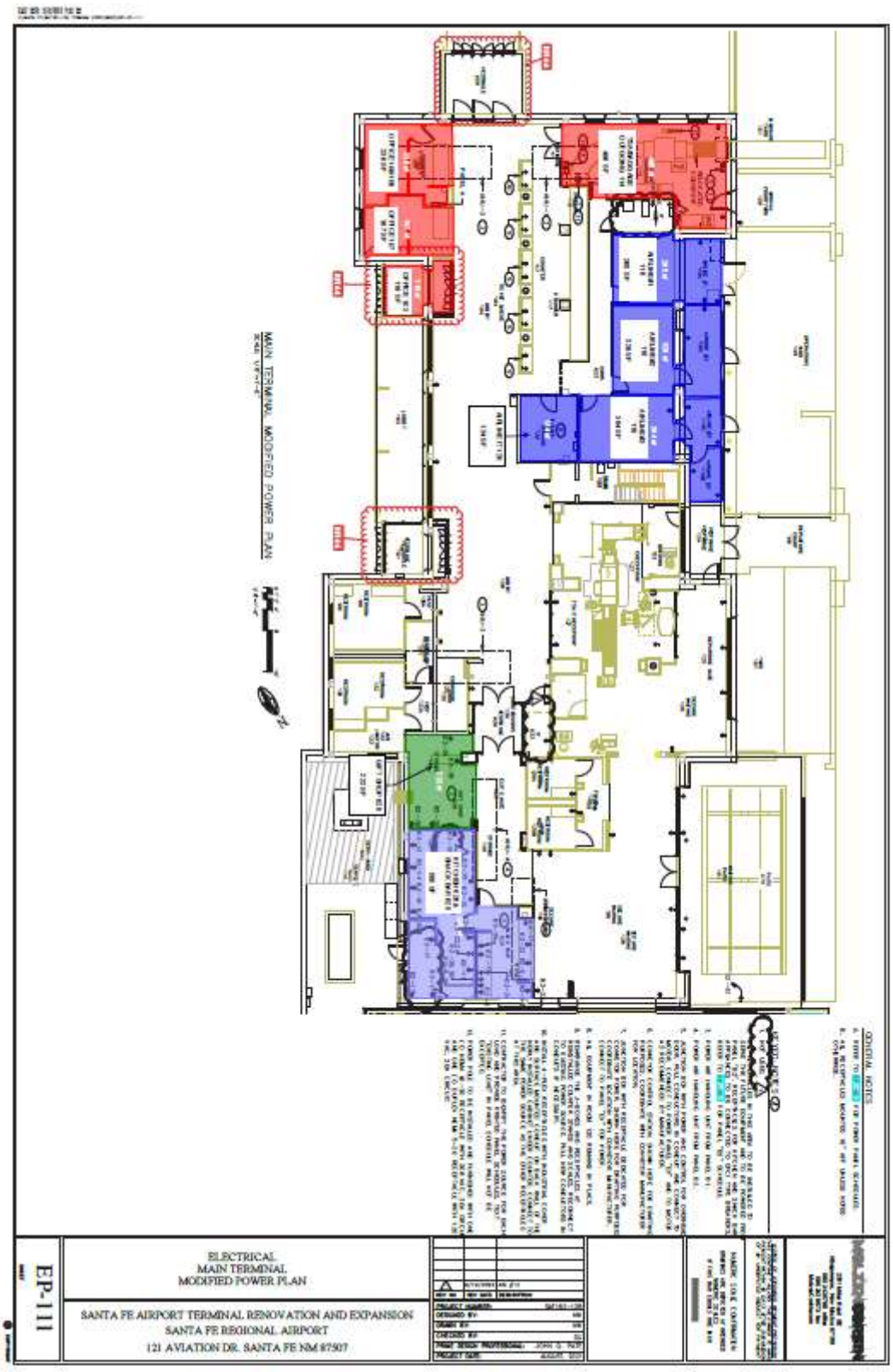


Exhibit B – Premises, 19 Ready Return Spaces Shaded in Green

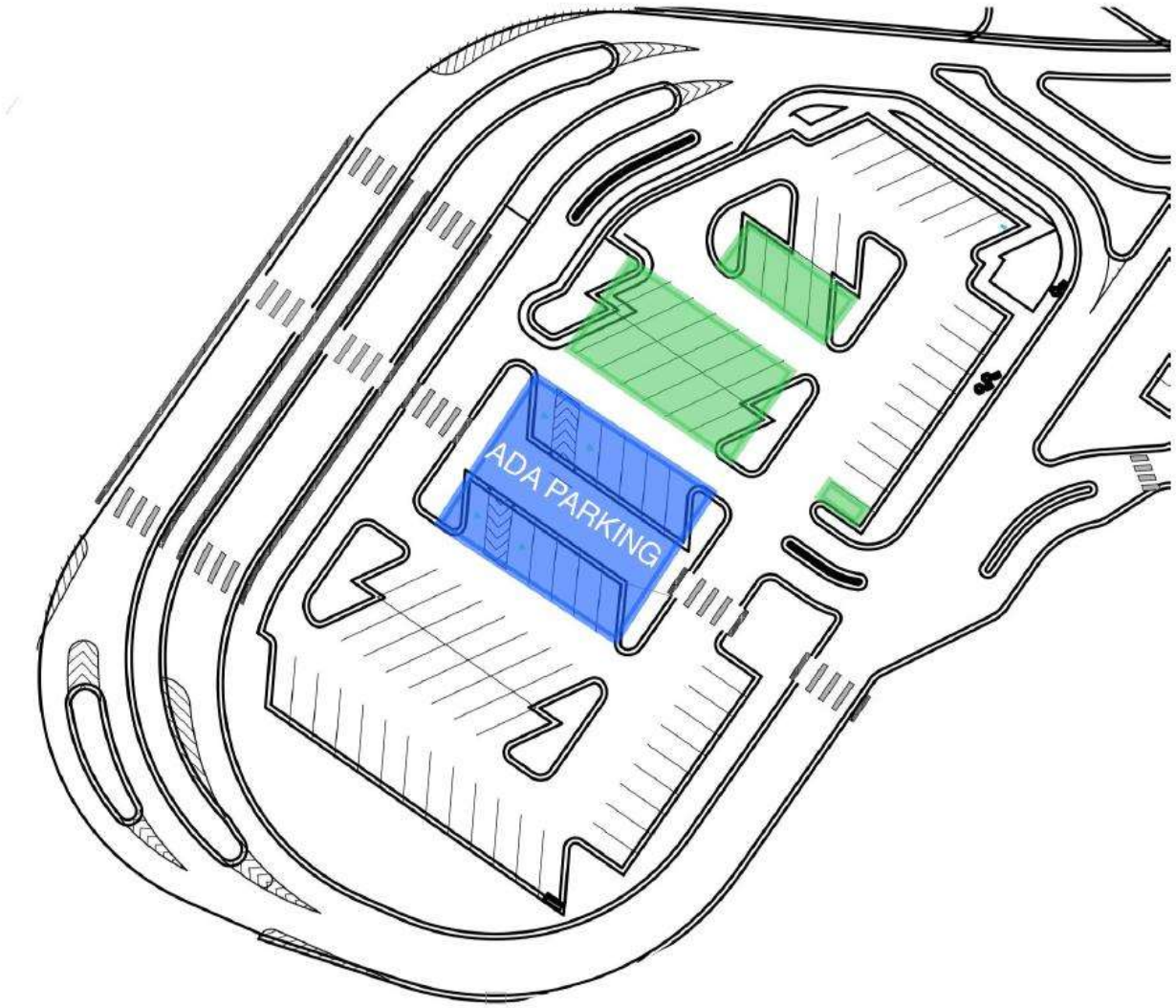


Exhibit C – Premises, 7-Long-Term Parking Spaces Shaded in Green

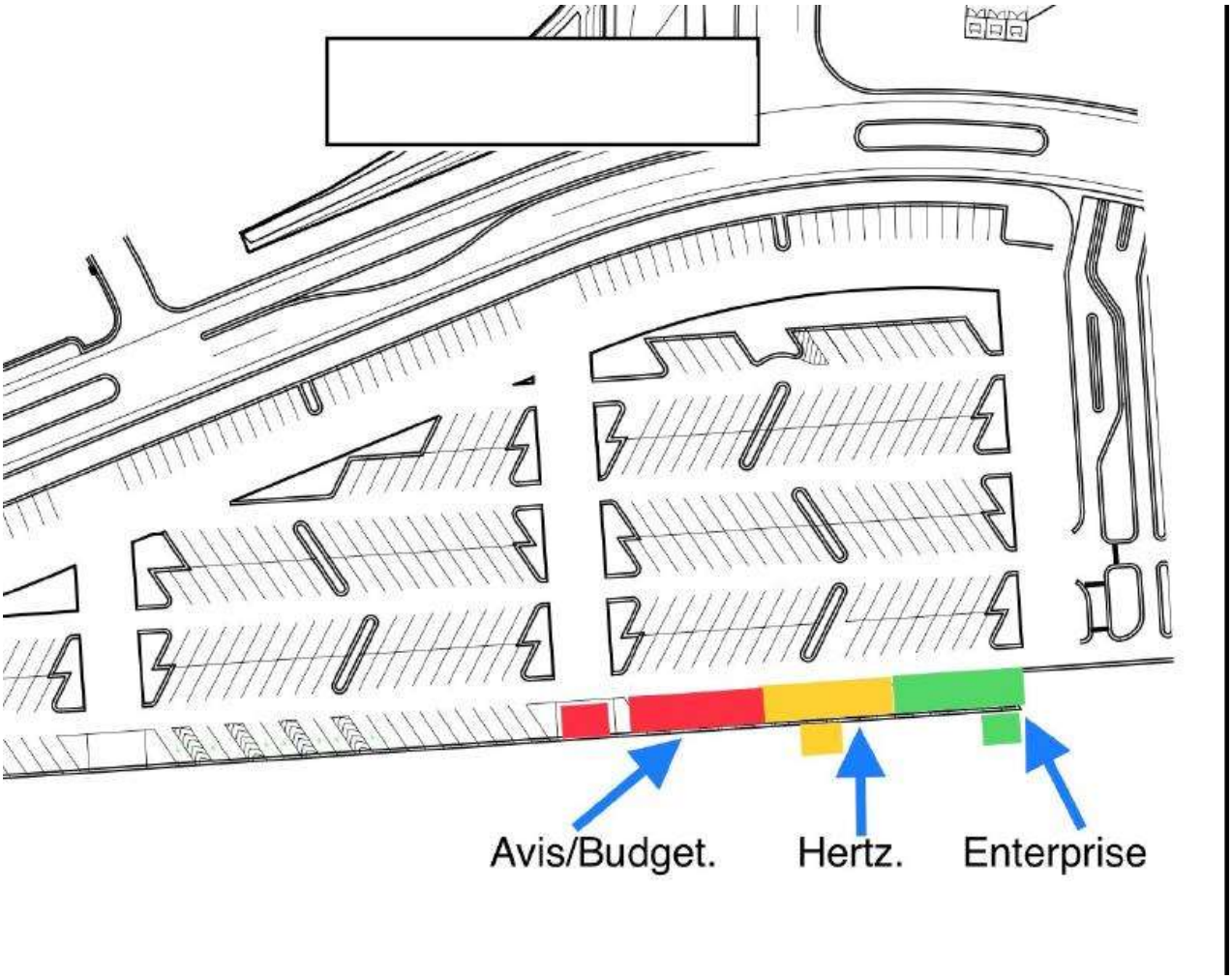


Exhibit D – Premises, Gate 16 Parking Lot [Revised]

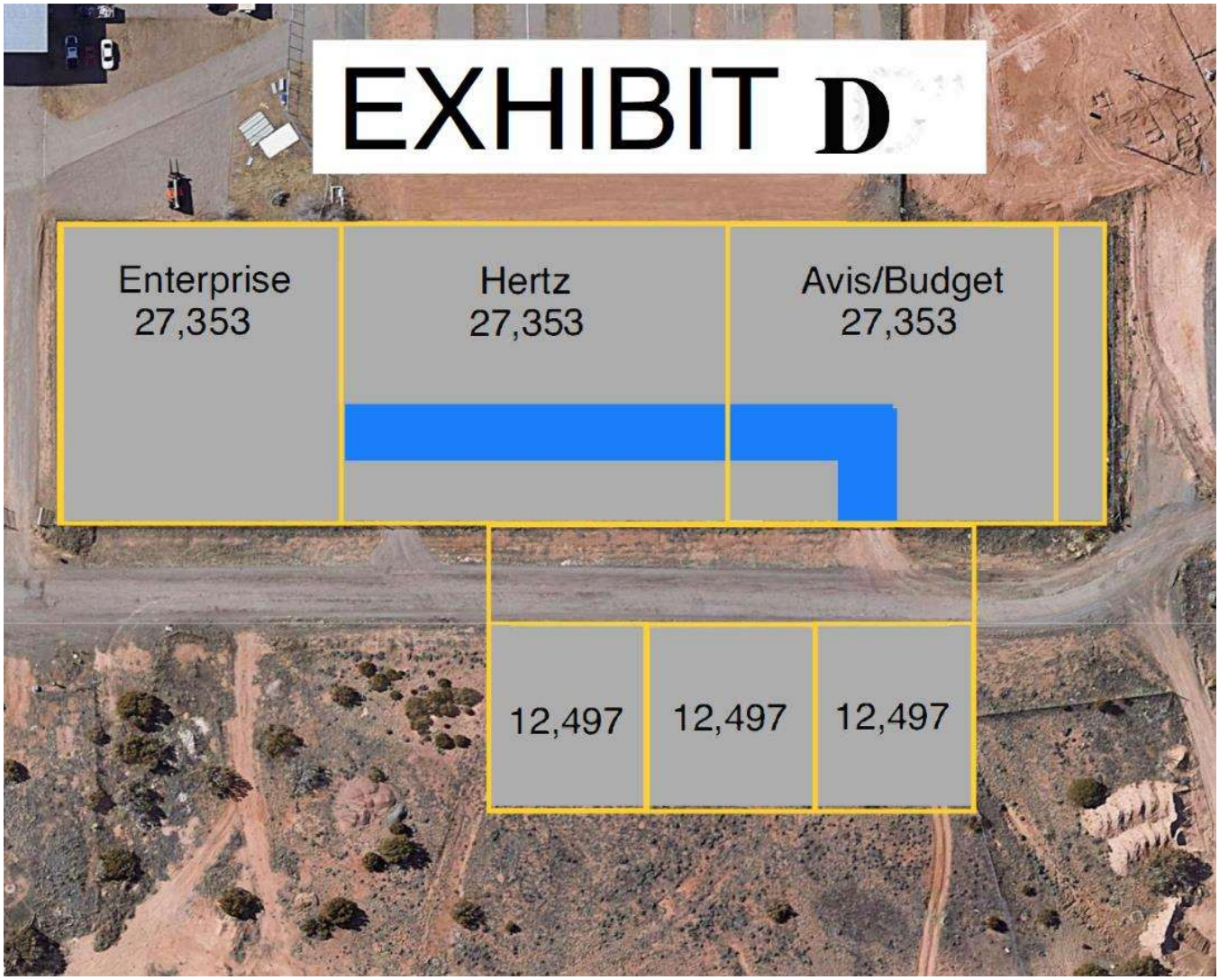


Exhibit E – Rent Schedule [Revised]

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

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.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

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: 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

© 1988-2016 ACORD CORPORATION. All rights reserved.

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.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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 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 (§ l 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. 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 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.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[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

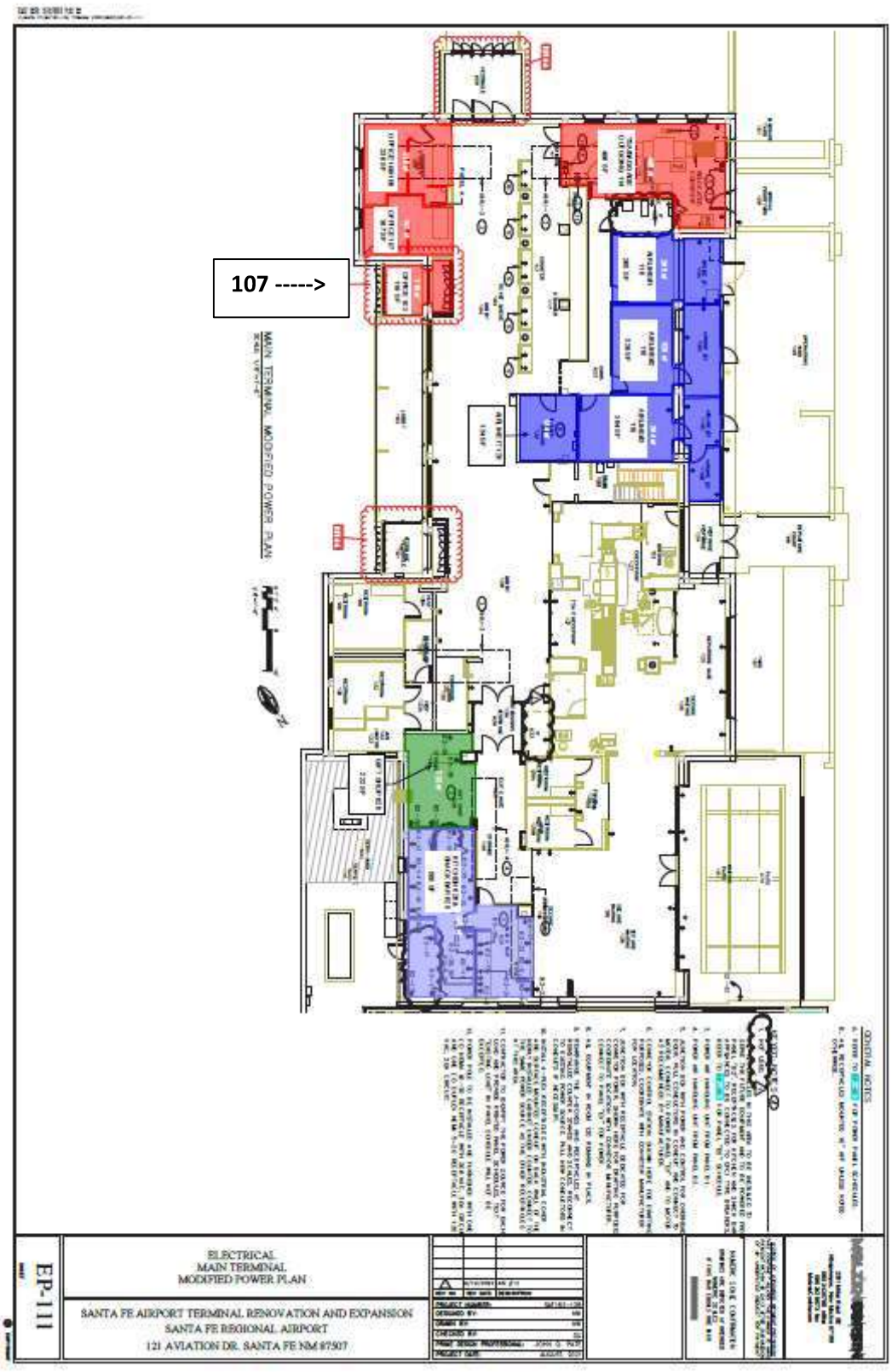


Exhibit B – Premises, 19 Ready Return Spaces Shaded in Red

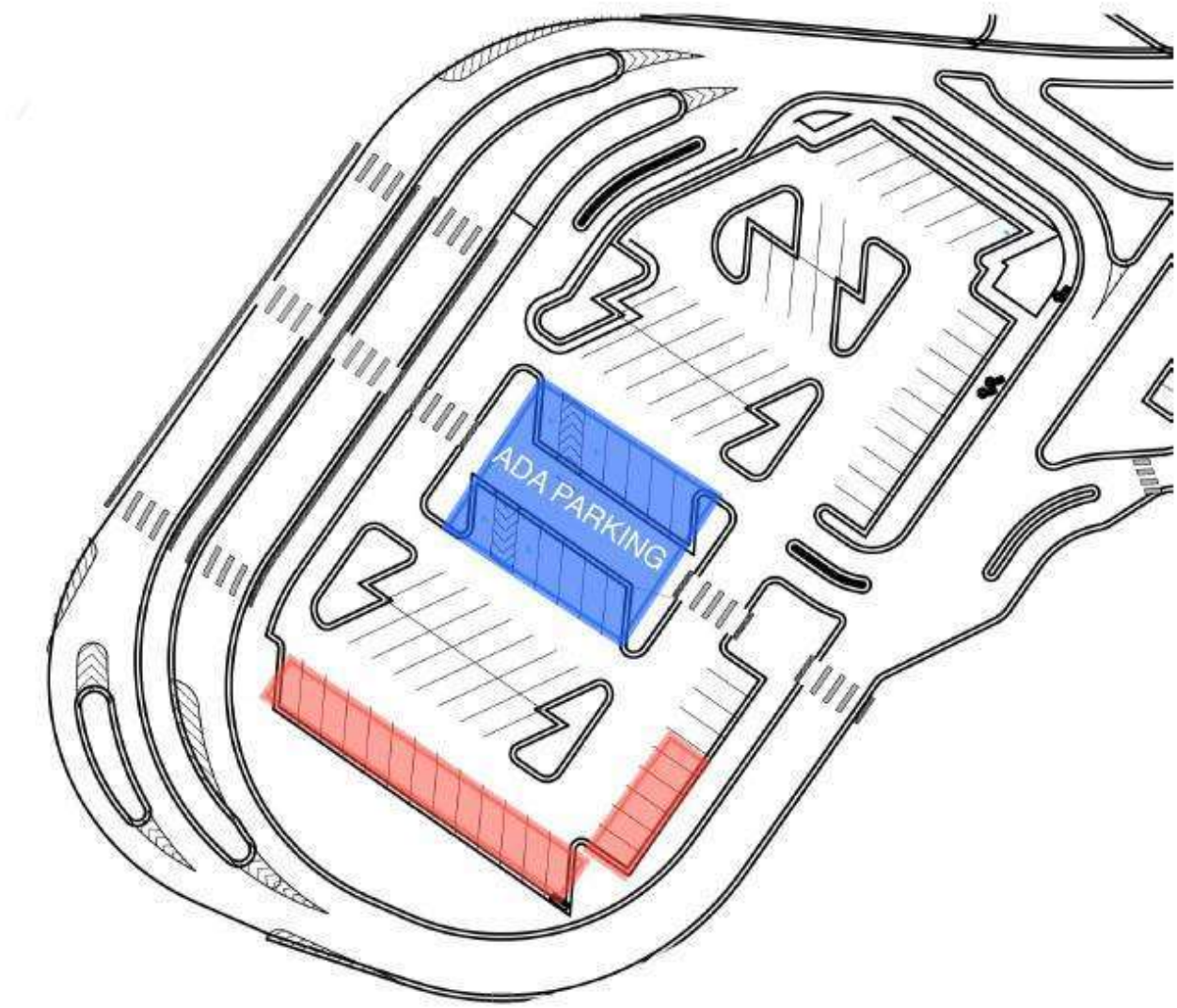


Exhibit C – Premises, 7-Long-Term Parking Spaces Shaded in Red

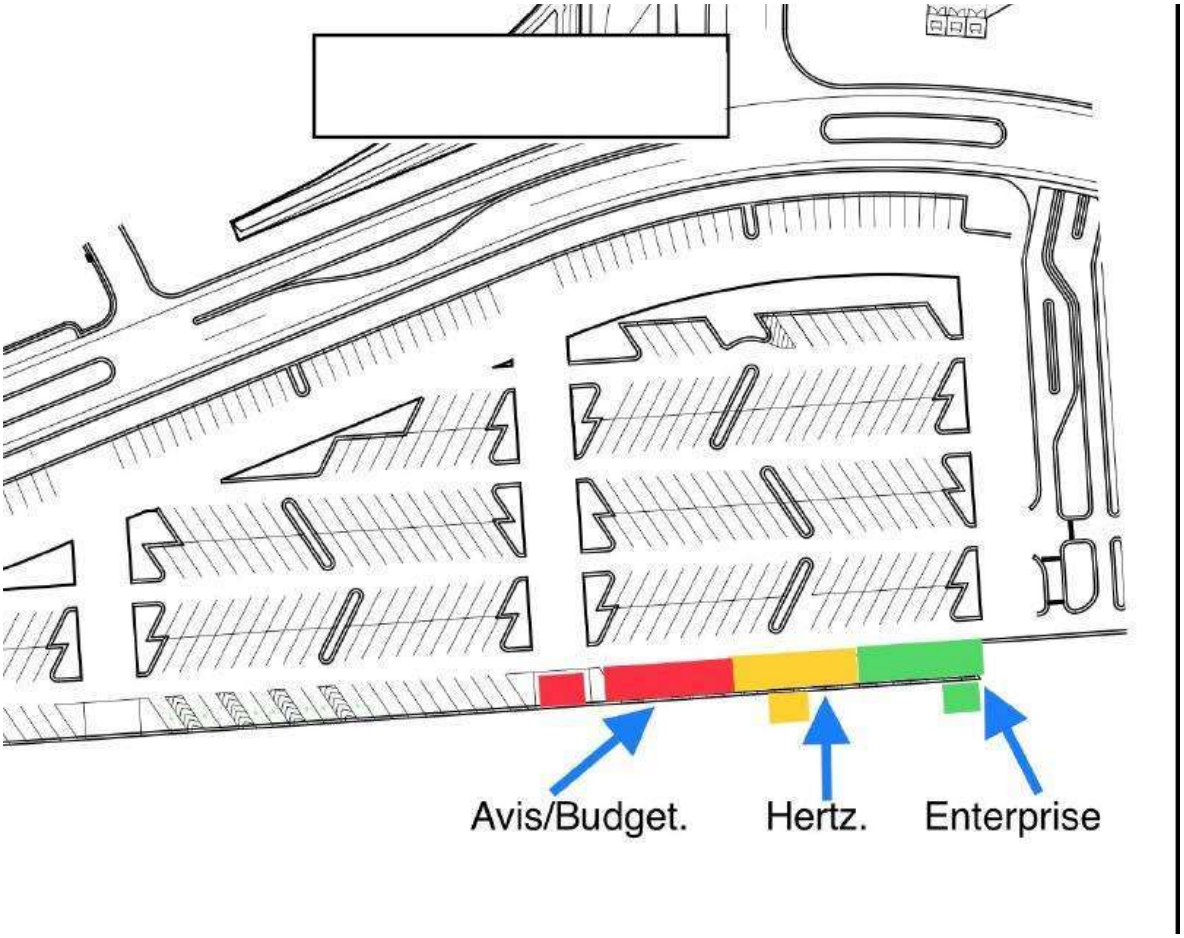


Exhibit D – Premises, Gate 16 Parking Lot

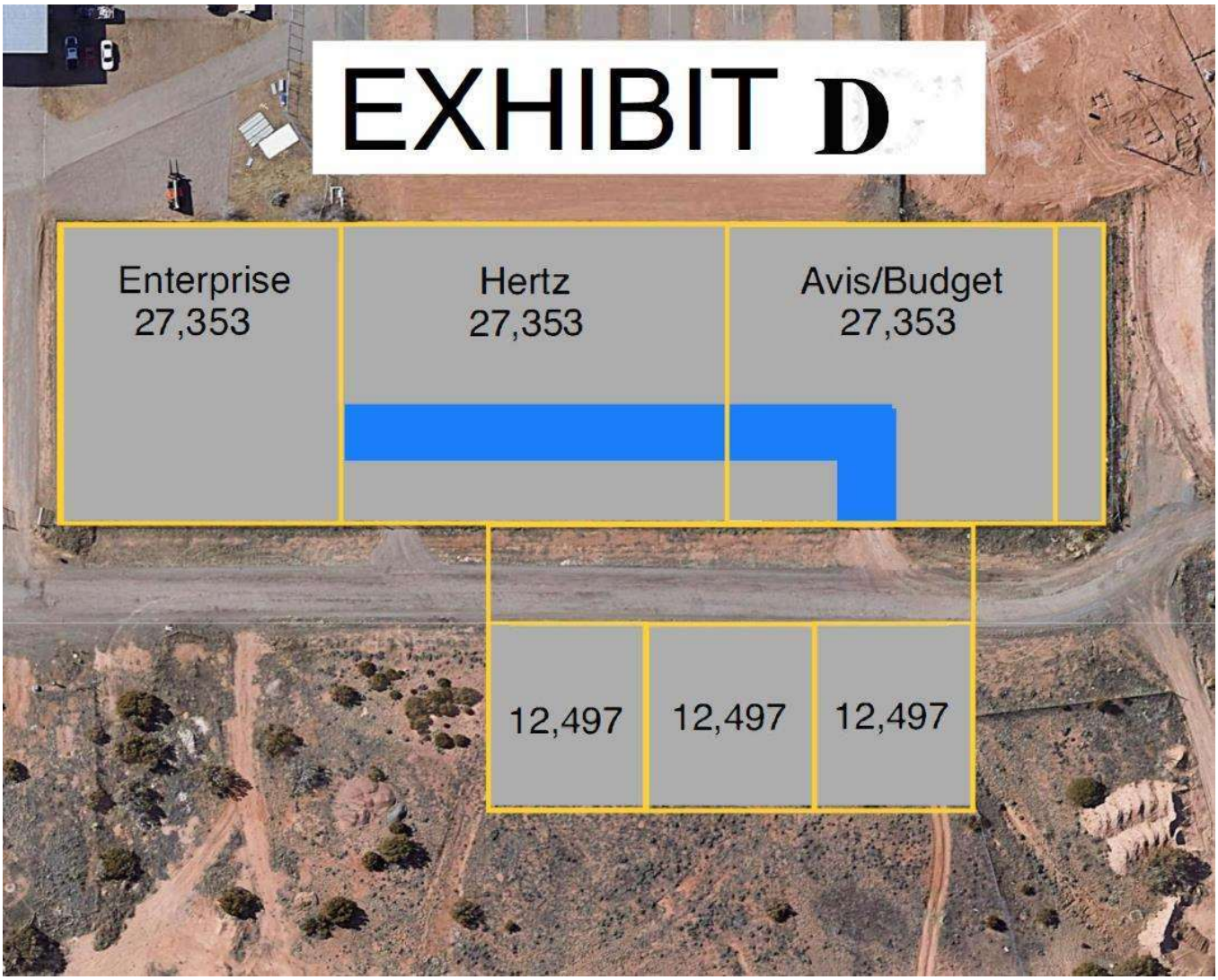


Exhibit E – Rent Schedule

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

©1988-2015 ACORD CORPORATION. All rights reserved.

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

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

---

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.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[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

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Exhibit A – Premises, Terminal Space Offices 108/109

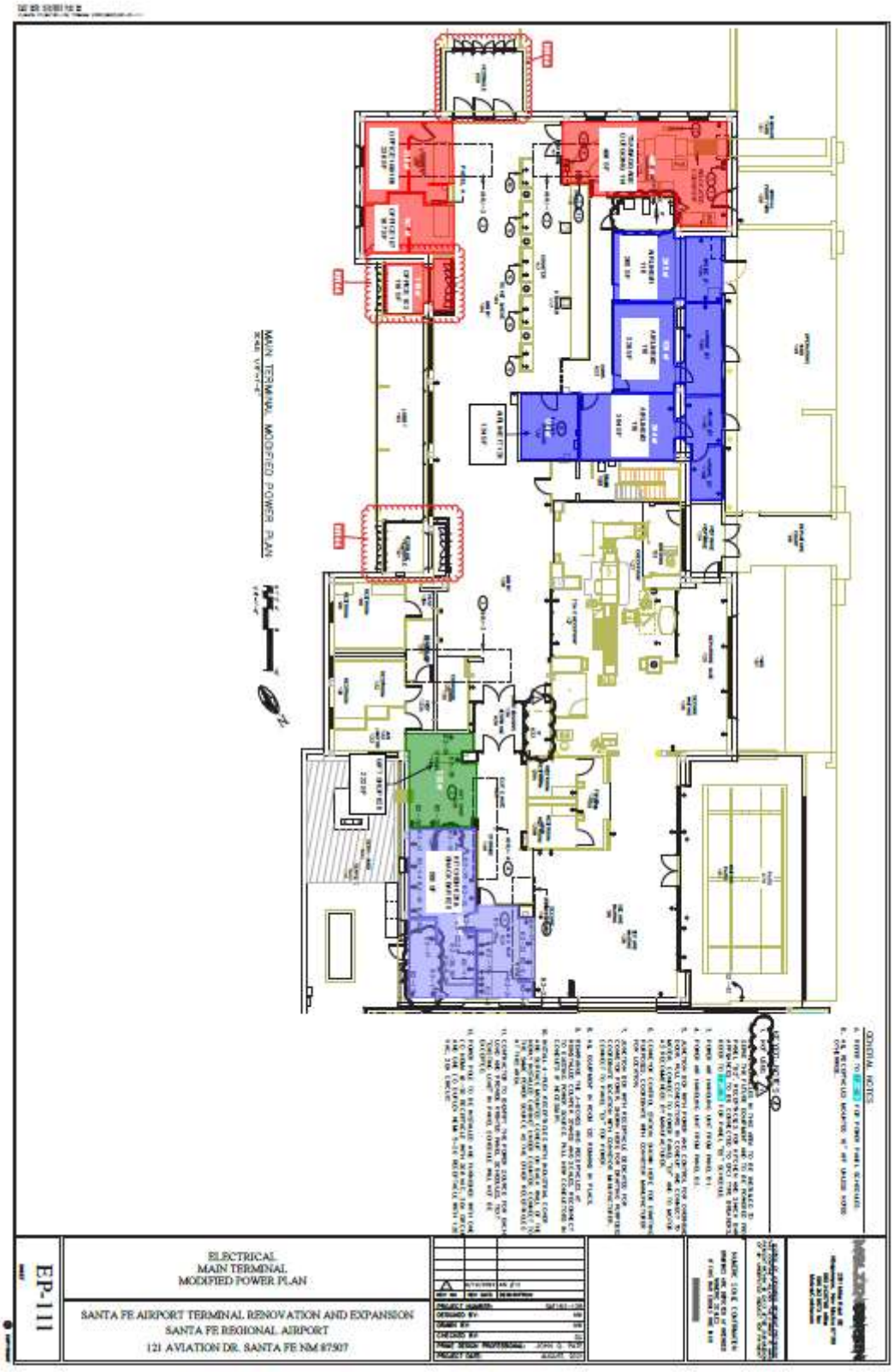


Exhibit B – Premises, 19 Ready Return Spaces Shaded in Yellow

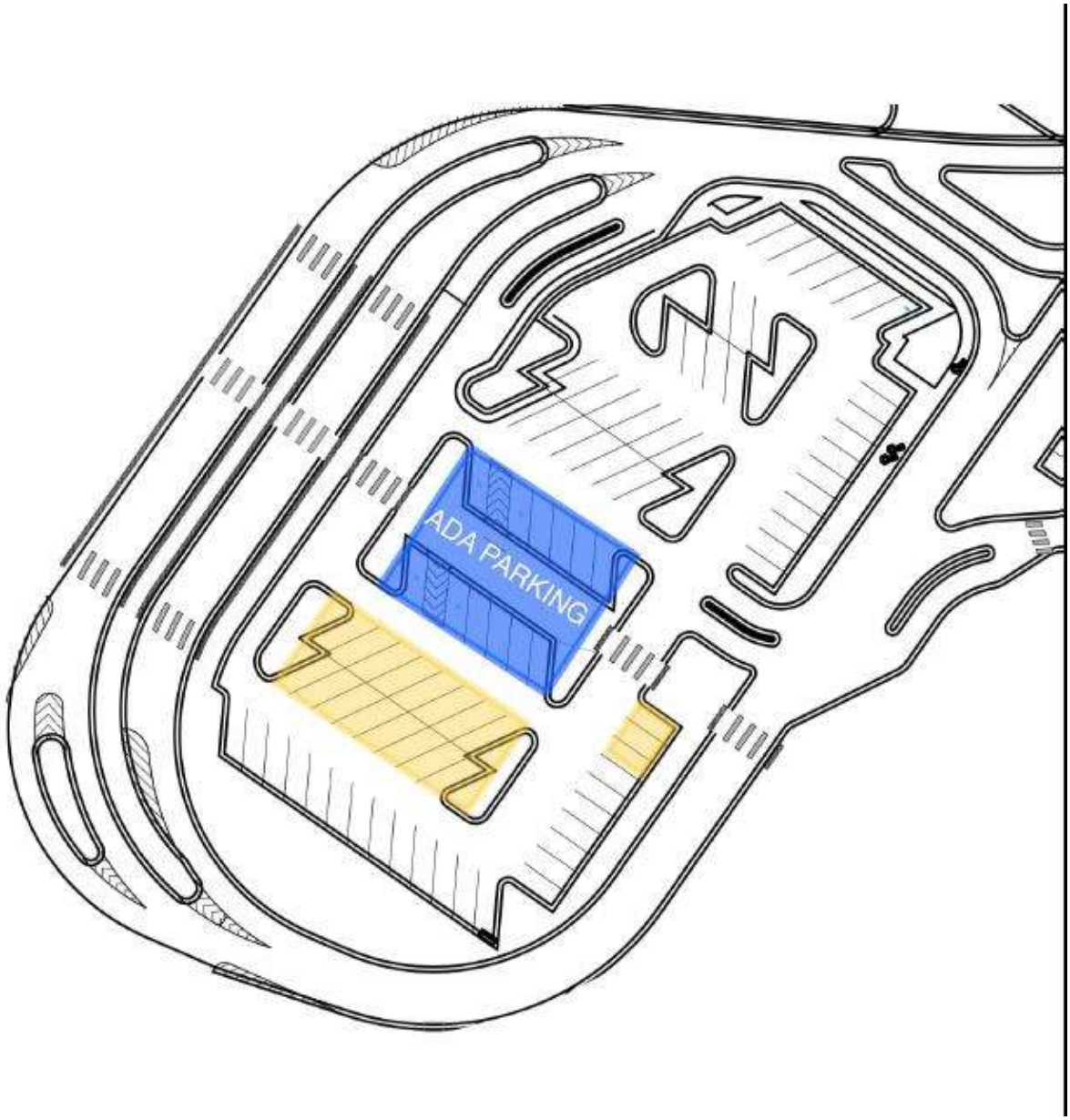


Exhibit C – Premises, 7 Long-Term Parking Spaces Shaded in Yellow

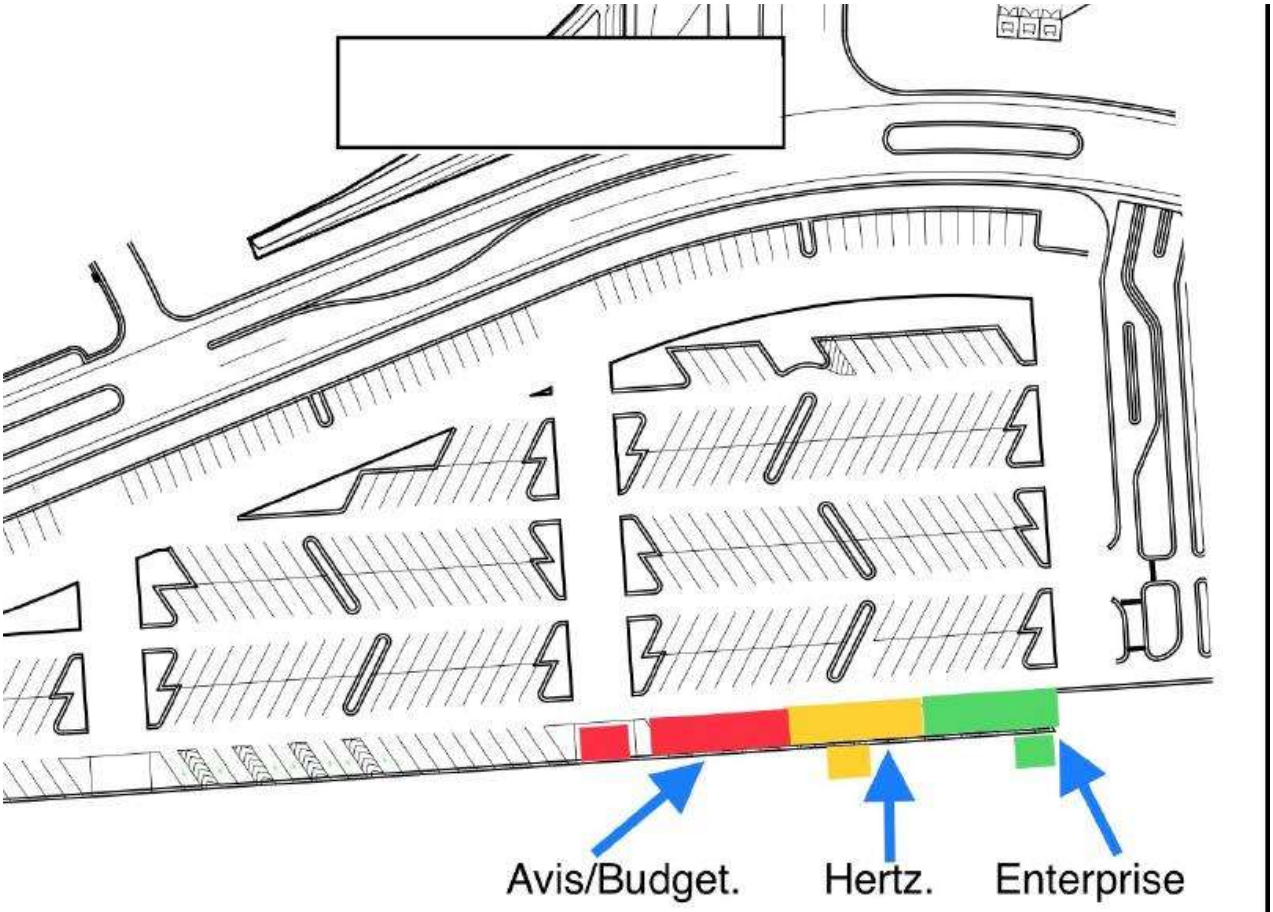


Exhibit D – Premises, Gate 16 Parking Lot

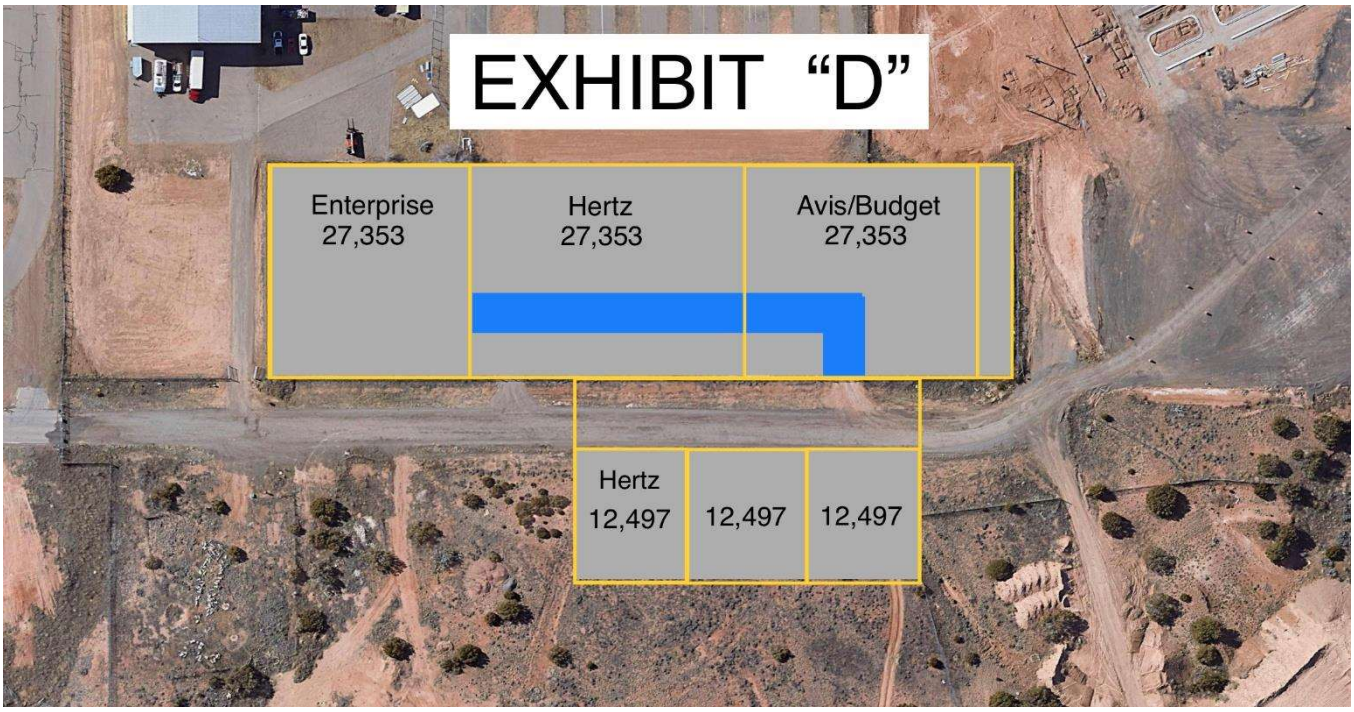


Exhibit E – Rent Schedule

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:**
INSURED Hertz Global Holdings, Inc. 8501 Williams Rd Estero FL 33928-3325 HERTGLO-01	**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 :**

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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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** ☒ 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

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

---

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

Powered by Adobe Acrobat Sign

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.

RFP

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						AGGREGATE	$	1,000,000
	[ ] DED [ ] RETENTION $			0311-2674	4/1/2025	4/1/2026	Each Occurrence/Aggregate	$	9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A (Mandatory in NH) 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

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
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)

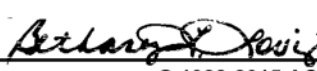
CERTIFICATE HOLDER

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

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:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
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".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

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)

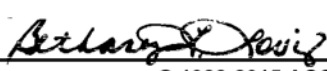
CERTIFICATE HOLDER

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

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:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
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".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Donegal Insurance Group

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

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

Date: February 20, 2026

To: Brian J. Moya, Interim City Manager

Via: Andrea K. Phillips, Deputy City Manager — ANDREA PHILLIPS

From: Terry Lease, Manager, Asset Development — TL

Nina A. Nguyen, Project Manager, Asset Development — NAN

Subject: Amendment #1 to Lease Agreement Between The City of Santa Fe and Santa Fe Health Club, LLC

ITEM AND ISSUE:
Asset Development respectfully requests your review and approval of Amendment #1 to Lease Agreement between the City of Santa Fe ("City" or "Lessor") and Santa Fe Health Club, LLC ("Lessee") to extend the lease term and increase rent; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206, Nina A. Nguyen, nanguyen@santafenm.gov, (505) 819-1870)

BACKGROUND AND SUMMARY:
Lessee leases 29,490 square feet of land that is adjacent to 786 Calle Mejia for use as a parking lot under Lease Agreement #16-0116. The original term ends February 28, 2026, and this Amendment approves the first 5-year Option Term. The new termination date of the Lease Agreement shall be February 28, 2031. Rent has increased to $15,361.01 per year with an escalation of 2.5% per year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins **Date:** February 23, 2026

Budget Officer Comment/Exceptions: _____

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

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:

Amendment #1
Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM #_____

CITY OF SANTA FE AMENDMENT #1
TO LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND
SANTA FE HEALTH CLUB, LLC (ITEM #16-0116)

This Amendment #1 to the City of Santa Fe "LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE HEALTH CLUB, LLC" dated March 1, 2016 ("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 SANTA FE HEALTH CLUB, LLC, a New Mexico limited liability company ("Lessee").

WHEREAS, Lessee has leased a parking lot, in support of Lessee's fitness business, from the City since March 1, 2016 under the terms of the Lease Agreement (Item #16-0116); and

WHEREAS, the Lease Agreement provides for two option terms of 5-years each, provided that Lessee is in compliance of the terms of this Lease Agreement and that Lessee has provided prior written notice to City at least 60-days prior to the expiration of the Initial Term; and

WHEREAS, Lessee is in compliance with the terms of the Lease Agreement and has provided the required prior written notice.

AMENDMENT:

Pursuant to Section 16 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Santa Fe Health Club, LLC, agree that the Agreement is amended as follows:

1. The first 5-year Option Term as provided for in Section 4 (LEASE TERM) is hereby approved. The new termination date of the Lease Agreement shall be February 28, 2031.

2. Add the following sentence to the end of Section 5 (RENT), C (Increase in Rent):

   D. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit B.**

3. Attach Exhibit B below as the last page of the Lease Agreement:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Option Years	Year	Term Dates		LSF	Total Annual Rent	Escalation, Excluding TI	Monthly Rent	Annual Cost per LSF
	1	3/1/2016	2/28/2017	29,490	$12,000.00		$1,000.00	$0.41
	2	3/1/2017	2/28/2018	29,490	$12,300.00	2.50%	$1,025.00	$0.42
	3	3/1/2018	2/28/2019	29,490	$12,607.50	2.50%	$1,050.63	$0.43
	4	3/1/2019	2/29/2020	29,490	$12,922.69	2.50%	$1,076.89	$0.44
	5	3/1/2020	2/28/2021	29,490	$13,245.75	2.50%	$1,103.81	$0.45
	6	3/1/2021	2/28/2022	29,490	$13,576.90	2.50%	$1,131.41	$0.46
	7	3/1/2022	2/28/2023	29,490	$13,916.32	2.50%	$1,159.69	$0.47
	8	3/1/2023	2/29/2024	29,490	$14,264.23	2.50%	$1,188.69	$0.48
	9	3/1/2024	2/28/2025	29,490	$14,620.83	2.50%	$1,218.40	$0.50
	10	3/1/2025	2/28/2026	29,490	$14,986.36	2.50%	$1,248.86	$0.51
*	11	3/1/2026	2/28/2027	29,490	$15,361.01	2.50%	$1,280.08	$0.52
*	12	3/1/2027	2/29/2028	29,490	$15,745.04	2.50%	$1,312.09	$0.53
*	13	3/1/2028	2/28/2029	29,490	$16,138.67	2.50%	$1,344.89	$0.55
*	14	3/1/2029	2/28/2030	29,490	$16,542.13	2.50%	$1,378.51	$0.56
*	15	3/1/2030	2/28/2031	29,490	$16,955.69	2.50%	$1,412.97	$0.57
*	16	3/1/2031	2/29/2032	29,490	$17,379.58	2.50%	$1,448.30	$0.59
*	17	3/1/2032	2/28/2033	29,490	$17,814.07	2.50%	$1,484.51	$0.60
*	18	3/1/2033	2/28/2034	29,490	$18,259.42	2.50%	$1,521.62	$0.62
*	19	3/1/2034	2/28/2035	29,490	$18,715.90	2.50%	$1,559.66	$0.63
*	20	3/1/2035	2/29/2036	29,490	$19,183.80	2.50%	$1,598.65	$0.65

Except as specifically provided in this Amendment #1, the Agreement shall remain in full force and effect, in accordance with its term.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the dates set out below,

LESSOR: **CITY OF SANTA FE**

_____
MICHAEL J. GARCIA, MAYOR

DATE: _____

LESSEE: **SANTA FE HEALTH CLUB, LLC**

John Montoya
John Montoya (Feb 9, 2026 23:01:37 MST)
JOHN MONTOYA, MANAGING MEMBER

DATE: Feb 9, 2026

ATTEST:

_____
GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Ruby Crews
Ruby Crews (Feb 10, 2026 11:08:34 MST)
RUBY A. CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR
Object Org. Code 2122800-460150

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2026

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 onthis certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, IN 46801-2338

CONTACT NAME: Mass Merchandising
PHONE (A/C, No, Ext): 1-800-506-4856 **FAX (A/C, No):** 1-260-459-5590
E-MAIL ADDRESS: info@fitnessinsurance-kk.com
PRODUCER CUSTOMER ID:

INSURED: 4319447 CP# 161
Fit Inc
DBA: Santa Fe Spa
786 Calle Mejia
Santa Fe, NM 87501
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Markel Insurance Company	38970
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2000717196 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		M1MAS0000000500900	10/30/25 12:01AM	10/30/26 12:01 AM	EACH OCCURRENCE	$2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	[ ] POLICY [ ] PROJECT [X] LOC						PRODUCTS – COMP/OP AGG	$2,000,000
	[ ] OTHER:						PROFESSIONAL LIABILITY	$2,000,000
							LEGAL LIAB TO PARTICIPANTS	$2,000,000
A	AUTOMOBILE LIABILITY			M1MAS0000000500900	10/30/25 12:01 AM	10/30/26 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE(Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N/A					[ ] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Facility #1: 786 Calle Mejia, Santa Fe, NM 87501 On-site & Off-site coverage
Liability is not provided for independent contractors
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.
Sexual Abuse or Sexual Molestation Liability - $1,000,000 Each Occurrence (included above)/ $1,000,000 Aggregate (included above)
This certificate is effective 02/19/2026

CERTIFICATE HOLDER
City of Santa Fe
PO Box 909
Santa Fe, NM 87504
Owner/Manager/Lessor of Premises

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
Scott Turnbull

© 1988-2015 ACORD CORPORATION. All rights reserved.

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Santa Fe PO Box 909 Santa Fe, NM 87504 Named Insured: Fit Inc DBA: Santa Fe Spa CP# 161
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

 © Insurance Services Office, Inc., 2012

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 20, 2026 15:26:13 MST)

Email: tjlease@santafenm.gov

Signature:
ANDREA PHILLIPS (Feb 23, 2026 10:22:12 MST)

Email: akphillips@santafenm.gov

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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			P-630-A3238719-COF-25	8/31/2025	8/31/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			810-5880B353	8/31/2025	8/31/2026	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			CUP6J395074	8/31/2025	8/31/2026	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
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			UB6J317115	8/31/2025	8/31/2026	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
D E	Primary Professional & Poll Liab Excess Professional & Poll Liab			47-EPP-330666-03 V3349C250401	8/31/2025 8/31/2025	8/31/2026 8/31/2026	Each Claim/Aggregate Excess Each Claim/Agg	$5M/$5M $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
Charles H. Fyfield

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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? (Mandatory in NH) Y / N: N 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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-04-25 - 5:52:36 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
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

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
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

Powered by Adobe Acrobat Sign

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

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] CONSTRUCTION INDU[illegible] and shall be su[illegible] at any time upon 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 3000, 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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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**

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: 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 10:14 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: 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

GMEMULS-01 BGRANADOS

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 A : Selective Insurance Company of America — NAIC # 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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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.

Powered by Adobe Acrobat Sign

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

Document digitally presigned by
2023-05-15 - 4:00:28 PM GMT- IP address: 63.232.20.2

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

Powered by Adobe Acrobat Sign

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

Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
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

Powered by Adobe Acrobat Sign

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

Document digitally presigned by
2023-05-15 - 4:00:28 PM GMT- IP address: 63.232.20.2

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

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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

Powered by Adobe Acrobat Sign

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

Document digitally presigned by
2023-05-15 - 4:00:28 PM GMT- IP address: 63.232.20.2

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

Powered by Adobe Acrobat Sign

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

Powered by
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
2026-02-03 - 8:05:19 PM GMT

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

Powered by Adobe Acrobat Sign

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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? Y / N (Mandatory in NH) 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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ESPAMER-01 TMCINTURFF

LOC #: 1

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.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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:

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:

© 2018 The Travelers Indemnity Company. All rights reserved.

(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.

© 2018 The Travelers Indemnity Company. All rights reserved.

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

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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.

© 2015 The Travelers Indemnity Compa ny. All rights reserved .
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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:

© 2018 The Travelers Indemnity Company. All rights reserved.

(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.

© 2018 The Travelers Indemnity Company. All rights reserved.

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.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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
2025-05-20 - 9:45:07 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2025-05-20 - 9:58:25 PM GMT- IP address: 63.232.20.2

Email viewed by ROMELLA GLORIOSO-MOSS (rsglorioso-moss@santafenm.gov)

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)

Receipt Acknowledgement Date: 2025-05-20 - 10:08:11 PM GMT - Time Source: server- IP address: 63.232.20.2

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

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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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**

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: 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 09:49 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: 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							
	CLAIMS-MADE X OCCUR	X		6076047006	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 1,000,000
							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							
	EXCESS LIAB CLAIMS-MADE			6076591361	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 5,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 5,000,000
								$
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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: EMCOOFS-01 CMONTOYA

LOC #: 1

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.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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.

Powered by Adobe Acrobat Sign

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.

Powered by Adobe Acrobat Sign

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

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 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

Powered by Adobe Acrobat Sign

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)
2026-02-03 - 6:09:00 PM GMT- IP address: 63.232.20.2

Document emailed to Erik Trujillo (erik@gmegeneralbuilding.com) for signature
2026-02-03 - 6:09:38 PM GMT

Email viewed by Erik Trujillo (erik@gmegeneralbuilding.com)
2026-02-03 - 6:22:40 PM GMT- IP address: 174.255.184.1

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

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

"GB 600 GME General Builders Amendment 1 dept" History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-04-28 - 8:57:13 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
2025-04-28 - 9:01:39 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-28 - 9:02:07 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-28 - 9:02:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-04-28 - 9:02:46 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-04-28 - 9:02:57 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-04-28 - 9:34:27 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-04-29 - 1:41:18 PM GMT - Time Source: server- IP address: 98.97.116.120

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-04-29 - 1:41:33 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-01 - 8:27:02 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-01 - 8:39:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-01 - 8:39:16 PM GMT

Powered by
Adobe
Acrobat Sign

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

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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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.

Powered by Adobe Acrobat Sign

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.

Powered by Adobe Acrobat Sign

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

Powered by Adobe Acrobat Sign

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

Powered by Adobe Acrobat Sign

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

Powered by Adobe Acrobat Sign

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

Powered by
Adobe
Acrobat Sign

ACORD

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
INSURED JDR & Associates, LLC 274 Dinosaur Trail Santa Fe, NM 87508	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Company of America — 12572 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] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

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	- 24,60
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	✓ 29,23
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.

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	**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

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:**	(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

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		

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 X HIRED AUTOS ONLY SCHEDULED AUTOS 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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¢¢ ! / I MENT #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)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqhC3rMaaxTxB8QNa5RMnG0X2WLn1Wfdg

"25-0187 JDR and Associates" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-05-19 - 10:26:06 PM GMT- IP address: 63.232.20.2

Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2025-05-19 - 10:31:44 PM GMT

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-05-19 - 10:32:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-05-19 - 10:32:30 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-05-19 - 10:32:46 PM GMT- IP address: 104.28.123.140

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-05-19 - 10:33:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-05-19 - 10:33:28 PM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-05-20 - 9:45:40 PM GMT- IP address: 104.47.65.254

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-05-20 - 9:45:48 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
2025-05-20 - 9:45:57 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by rawheeler@santafenm.gov

2025-05-20 - 9:48:03 PM GMT- IP address: 63.232.20.2

Email viewed by ROMELLA GLORIOSO-MOSS (rsglorioso-moss@santafenm.gov)

2025-05-20 - 9:48:50 PM GMT- IP address: 174.218.21.20

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

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# 505-842-5384	
LICENSE # NM # 28568	
NM DEPT. OF LABOR REGISTRATION 0190612011621	
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 SAN BAR CONSTRUCTION CORP.	
ADDRESS 9101 BROADWAY SE, ALBUQUERQUE, NM 87105	
TELEPHONE# 505-452-8000	
LICENSE # NM# 30106	
NM DEPT. OF LABOR REGISTRATION 0191082011623	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE STORM WATER MANAGEMENT	
NAME EZRC	
ADDRESS 439 S. HILL ROAD, BERNALILLO, NM 87004	
TELEPHONE# 505-867-4040	
LICENSE # NM # 350871	
NM DEPT. OF LABOR REGISTRATION 1772820160104	
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#	505-500-0744
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.

S. M. W.
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.

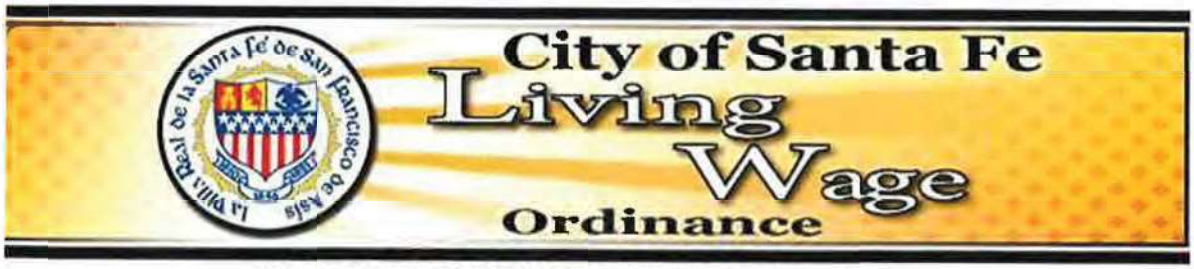
The Wage Rate Decision [insert decision #] has been issued for this project.

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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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

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
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**

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	CONTACT NAME: Angela Tolliver
Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces NM 88011	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	52519
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JDR&ASS-01
JDR & Associates, LLC
274 Dinosaur Trail
Santa Fe NM 87508

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 X HIRED AUTOS ONLY SCHEDULED AUTOS 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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.

Powered by Adobe Acrobat Sign

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.

Powered by Adobe Acrobat Sign

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

Document digitally presigned by
2023-05-15 - 3:58:16 PM GMT- IP address: 63.232.20.2

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

Document digitally presigned by
2023-05-15 - 3:58:16 PM GMT- IP address: 63.232.20.2

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

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
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

Powered by Adobe Acrobat Sign

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

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2025-11028
2904 Rufina St General Plan Amendment
Owner's/Applicant's Name – Girls, Inc of Santa Fe
Agent's Name – JenkinsGavin, LLC

THIS MATTER came before the Governing Body for public hearing on February 25th, 2026 ("Hearing") upon the application ("Application") of JenkinsGavin, LLC ("Agent") for Girls, Inc of Santa Fe ("Applicant").

The Applicant requests a General Plan Amendment for Lot 3 at 2904 Rufina St, approximately 3.87-acres, changing the Future Land Use designation from Industrial and Business Park to Community Commercial. See Resolution #2027-07.

In concurrent Case #2025-11029, the Applicant requests a rezoning for Lot 3 at 2904 Rufina St, comprising approximately 3.87-acres, from Light Industrial (I-1) and General Industrial (I-2) to General Commercial (C-2). See Ordinance #2026-05

Additionally, in concurrent Case #2025-11030, the Applicant requests approval of a Master Plan to construct a youth center on Lots 3 and 2A, 2-2 at 2904 Rufina St, totaling approximately 4.27-acres. See Resolution #2026-08.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

1) SFCC 1987 Section 14-3.2(E)[1] sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving the General Plan Amendment request.
2) The Governing Body heard Case #2025-11028 concurrently with Cases #2025-11029 and #2025-11030.
3) SFCC 1987 Section 14-3.2(D)[2] sets out procedures for amendments to the general plan and requires the Governing Body to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
4) SFCC 1987 Section 14-3.1[3] sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)(1)].
5) The Applicant attended a pre-application conference on December 12, 2024.

[1] The provisions now appear at SFCC 1987, 14-2.1.C.5 effective January 1, 2026, following recodification.
[2] The provisions now appear at SFCC 1987, 14-2.1.C.4 effective January 1, 2026, following recodification.
[3] The provisions now appear at SFCC 1987, 14-2.1.B effective January 1, 2026, following recodification.

6) The Applicant conducted an ENN meeting on July 23, 2025, virtually via Zoom. The Agent, Applicant, City staff, and a local news reporter attended the ENN meeting. No members of the public attended the ENN meeting.
7) The Applicant attended a hearing before the Planning Commission ("Commission") on November 6, 2025.
8) At the Commission hearing, the Commission received reports from staff, as well as testimony and evidence from the Applicant and their Agent prior to making a decision. The Commission opened the hearing to public comment; members of the public testified in support of the project without concern.
9) Once the Chair closed the Public Hearing, the Commission discussed a motion and voted to recommend the Governing Body approve a General Plan Amendment.
10) The Applicant attended a hearing before the Governing Body on February 25th, 2026.
11) At the Governing Body hearing, the Governing Body received a report from staff, as well as testimony and evidence from the Applicant and the Applicant's agent prior to making a decision. The Governing Body opened the hearing to public comment, where members of the public provided comments in support of all three cases.
12) Once the Mayor closed the Public Hearing, the Governing Body discussed a motion and voted to approve a resolution for the General Plan Amendment.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

1) Pursuant to SFCC 1987 Section 14-3.1(H)(1)[4], notice of the ENN meeting was properly given. The Applicant gave notice of the ENN meeting by posting signs on two (2) locations on the property and mailing notice to all tenants and property owners within 300 feet of the property. No neighborhood associations were located within 300 feet of the property, and none were mailed notice.
2) The ENN meeting was properly conducted, pursuant to SFCC 1987 Section 14-3.1(F)[5].
3) The Applicant has the right under the SFCC to propose an amendment to the general plan, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 ("Submittal Requirements").
4) Pursuant to SFCC 1987 Section 14-3.2(B)(2)(b)[6], the general plan must first be amended before approval of a change in zoning district designation that is inconsistent with the land use classification shown on the general plan's future land use map.
5) The Governing Body has the power and authority at law and under SFCC 1987 Subsections 14-3.2(D)(3)[7] to review the proposed amendment to the General Plan and approve or deny the Application.
6) Pursuant to SFCC 1987 Section 14-3.2(E)(1)(a)[8], the Governing Body finds that the proposal is consistent with growth projections for Santa Fe, and that the project

[4] The provisions now appear at SFCC 1987, 14-2.1.B.3.V effective January 1, 2026, following recodification.
[5] The provisions now appear at SFCC 1987, 14-2.1.B.1.II effective January 1, 2026, following recodification.
[6] The provisions now appear at SFCC 1987, 14-2.1.C.2.II effective January 1, 2026, following recodification.
[7] The provisions now appear at SFCC 1987, 14-2.1.C.4.V effective January 1, 2026, following recodification.
[8] The provisions now appear at SFCC 1987, 14-2.1.C.5 effective January 1, 2026, following recodification.

accommodates increased commercial land use, which supports the expanding community. The infrastructure, including wet and dry utility and roadway, can accommodate the proposed development with improvements by the Applicant.

7) Pursuant to SFCC 1987 Section 14-3.2(E)(1)(b)[9], the Governing Body finds that the proposal is consistent with other parts of the General Plan, aligning with several themes and policies, including but not limited to, quality of life, economic diversity, community-oriented development, and infill development.
8) Pursuant to SFCC 1987 Section 14-3.2(E)(1)(c), the Governing Body finds that:
   a) The amendment does not allow uses or changes that are significantly different from or inconsistent with the prevailing use and character of the surrounding area. The proposed Community Commercial designation creates uniformity with nearby parcels.
   b) The amendment affects an area greater than two acres. The subject parcel is 3.87-acres.
   c) The amendment does not benefit one or a few landowners at the expense of surrounding landowners or the general public. The proposed change allows for a rezoning of the parcel to C-2 (Case #2025-11029) and a Master Plan for a youth center (Case #2025-11030); encouraging redevelopment of the infill site which is anticipated to bring broader economic benefits such as employment and expanded services to serve the general public.
9) Pursuant to SFCC 1987 Section 14-3.2(E)(1)(d), the Governing Body finds the amendment to align with the requirements of 14-3.2(E)(1)(c) while also promoting general welfare.
10) Pursuant to SFCC 1987 Section 14-3.2(E)(1)(e), the Governing Body finds that this section is not applicable.
11) Pursuant to SFCC 1987 Section 14-3.2(E)(1)(f), the Governing Body finds that the proposed amendment contributes to a coordinated, adjusted, and harmonious development of Santa Fe, meeting the future needs of the community and promoting convenience, prosperity, and general welfare in the area.
12) Pursuant to SFCC 1987 Section 14-3.2(E)(1)(g), the Governing Body finds that the proposed amendment does not conflict with existing City policies, ordinances, or regulations. The amendment is in line with the General Plan's themes and policies.
13) Pursuant to SFCC 1987 Section 14-3.2(E)(2)-(3), the Governing Body finds that the additional criteria specific to amendments to the Land Use Policies sections of the General Plan and Neighborhood Plans are not applicable to this case because the proposal does not amend the land use policies section of the General Plan nor adopt a Neighborhood Plan.
14) Pursuant to SFCC 1987 Section 14-3.1[10], all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
15) The Applicant met the applicable Submittal Requirements.
16) The Governing Body approves the requested General Plan Amendment because the applicable code requirements and criteria for approval for the proposed amendment to the General Plan have been addressed.

[9] The provisions now appear at SFCC 1987, 14-2.1.C.5 effective January 1, 2026, following recodification.
[10] The provisions now appear at SFCC 1987, 14-2.1.B effective January 1, 2026, following recodification.

WHEREFORE, IT IS ORDERED ON THE 11TH DAY OF MARCH 2026, BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the general plan amendment as requested in the Application for Case #2025-11028.

_____ _____
Michael Garcia Date
Mayor

FILED:

_____ _____
Geralyn F. Cardenas Date
Interim City Clerk

APPROVED AS TO FORM:

_____ _____
Marcos Martinez Date
Interim City Attorney

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2025-11029
2904 Rufina St Rezoning from I-1 and I-2 to C-2
Owner's/Applicant's Name – Girls, Inc of Santa Fe
Agent's Name – JenkinsGavin, LLC

THIS MATTER came before the Governing Body for public hearing on February 25th, 2026 ("Hearing") upon the application ("Application") of JenkinsGavin, LLC ("Agent") for Girls, Inc of Santa Fe ("Applicant").

The Applicant requests rezoning from I-1 (Light Industrial) and I-2 (General Industrial) to C-2 (General Commercial) on Lot 3 at 2904 Rufina St, approximately 3.87-acres ("Project"). See Ordinance #2026-05.

In concurrent Case #2025-11028, the Applicant requests a General Plan Amendment for Lot 3 at 2904 Rufina St, approximately 3.87-acres, to change the Future Land Use designation from Industrial and Business Park to Community Commercial. See Resolution #2026-07.

Additionally, in concurrent Case #2025-11030, the Applicant requests approval of a Master Plan to construct a youth center on Lots 3 and 2A, 2-2 at 2904 Rufina St, totaling approximately 4.27-acres. See Resolution #2026-08.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

1) SFCC 1987 Section 14-3.5(C)[1] sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving the rezoning request.
2) The Governing Body heard Case #2025-11029 concurrently with Cases #2025-11028 and #2024-11030.
3) SFCC 1987 Section 14-3.5(B)[2] sets out procedures for rezoning and requires the Governing Body to hold a public hearing, review the Application, and approve or deny the application.
4) The property is approximately 3.9-acres, located at 2904 Rufina St.
5) SFCC 1987 Section 14-3.1[3] sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)(1)].

[1] The provisions now appear at SFCC 1987, 14-2.1.D.3.VII effective January 1, 2026, following recodification.
[2] The provisions now appear at SFCC 1987, 14-2.1.D.3.VI effective January 1, 2026, following recodification.
[3] The provisions now appear at SFCC 1987, 14-2.1.B effective January 1, 2026, following recodification.

6) The Applicant attended a pre-application conference on December 12, 2024.
7) The Applicant conducted an ENN meeting on July 23, 2025, virtually via Zoom. The Agent, Applicant, City staff, and a local news reporter attended the ENN meeting. No members of the public attended the ENN meeting.
8) The Applicant attended a hearing before the Planning Commission ("Commission") on November 6th, 2025.
9) At the Commission hearing, the Commission received reports from staff, as well as testimony and evidence from the Applicant and their Agent prior to making a decision. The Commission opened the hearing to public comment; members of the public testified in support of the project without concern.
10) Once the Chair closed the Public Hearing, the Commission discussed a motion and voted to recommend the Governing Body approve an Ordinance for a Rezoning from I-1 and I-2 to C-2.
11) The Applicant attended a hearing before the Governing Body on February 25th, 2026.
12) At the Governing Body hearing, the Governing Body received a report from staff, as well as testimony and evidence from the Applicant and the Applicant's agent prior to making a decision. The Governing Body opened the hearing to public comment, where members of the public provided comments in support of all three cases.
13) Once the mayor closed the Public Hearing, the Governing Body discussed a motion and voted to approve and Ordinance for a rezoning from I-1 and I-2 to C-2.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

1) Pursuant to SFCC 1987 Section 14-3.1(H)(1)[4], notice of the ENN meeting was properly given. The Applicant gave notice of the ENN meeting by posting signs on two (2) locations on the property and mailing notice to all tenants and property owners within 300 feet of the property. No neighborhood associations were located within 300 feet of the property, and none were mailed notice.
2) The ENN meeting was properly conducted, pursuant to SFCC 1987 Section 14-3.1(F)[5].
3) The Applicant has the right under the SFCC to propose the rezoning of the Property. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d)[6], any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 ("Submittal Requirements").
4) Pursuant to SFCC 1987 Table 14-2.1-1[7]: Review and Decision-Making Bodies and Responsibilities and Section 14-3.5(B)(1)[8], and 14-3.5(C)[9], the Governing Body has the authority to review and approve or deny the rezoning request.

[4] The provisions now appear at SFCC 1987, 14-2.1.B.3.V effective January 1, 2026, following recodification.
[5] The provisions now appear at SFCC 1987, 14-2.1.B.1.II effective January 1, 2026, following recodification.
[6] The provisions now appear at SFCC 1987, 14-2.1.D.3.II effective January 1, 2026, following recodification.
[7] The provisions now appear at SFCC 1987, 14-2.1.A. effective January 1, 2026, following recodification.
[8] The provisions now appear at SFCC 1987, 14-2.1.D.3.VI.e.3 effective January 1, 2026, following recodification.
[9] The provisions now appear at SFCC 1987, 14-2.1.B.3.VII effective January 1, 2026, following recodification.

5) SFCC 1987 Section 14-3.5(B)[10] sets out procedures for rezoning and requires the Governing Body to hold a public hearing, review the Application, and approve or deny the Application.
6) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(i)-(iii)[11], the Governing Body finds:
   a) There is no mistake in the original zoning.
   b) The Siler-Rufina area has seen increasing rezonings from industrial to commercial that have changed the character of the area.
   c) A rezoning from I-1 and I-2 to C-2 zoning would align with the intent of the General Plan and the Future Land Use of the parcel as "Community Commercial," as proposed in the General Plan Amendment for this site (Case #2025-11028).
7) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Governing Body finds that the Applicant submittal is a complete application as required by Chapter SFCC 1987, 14-3.5(C) "Approval Criteria," and the rezoning request does meet all rezoning approval criteria required by Chapter 14 SFCC 1987, Subsection 14-3.5(C).
8) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Governing Body finds that the applicant addressed compliance to General Plan Themes and Policies to allow for a change from I-1 and I-2 to C-2. The Rezoning request satisfies all rezoning approval criteria.
9) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Governing Body finds the Rezoning request provides sufficient information to address 14-3.5(C)(1)(d): the Project meets city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of growth of the city. The Project is located within an infill area and proposed to meet the needs of the community while being served by sufficient infrastructure.
10) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure in the associated Master Plan (Case #2025-11030), such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the proposed youth center use with improvements by the Applicant.
11) Pursuant to SFCC 1987 Section 14-3.5(C)(2), the Governing Body finds:
   a) The prevailing use and character of the Rufina St area is a mix of industrial, commercial, and multi-family developments. The rezoning from industrial to commercial creates consistency with adjacent parcels to the south while aligning with general plan themes and policies.
   b) The subject property is 3.87-acres, greater than the 2-acres required.
   c) C-2 zoning creates consistency with parcels to the south, indicating that the rezoning does not disproportionately benefit a select few at the expense of the wider community. Further, redevelopment of this site for a future youth center (Case #2025-11030), as proposed, is anticipated to bring broader economic benefits such as employment and expanded services to serve the general public interest.
12) Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
13) The Governing Body has the power and authority to review and approve or deny Case #2025-11029 2904 Rufina St Rezoning from I-1 and I-2 to C-2.
14) The Applicant met the applicable Submittal Requirements.
15) The Governing Body approves the requested rezoning because the application met all applicable code criteria for approval of the proposed rezoning.

[10] The provisions now appear at SFCC 1987, 14-2.1.D.3.VI effective January 1, 2026, following recodification.
[11] The provisions now appear at SFCC 1987, 14-2.1.D.3.VII effective January 1, 2026, following recodification.

WHEREFORE, IT IS ORDERED ON THE 11TH DAY OF MARCH 2026, BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the rezoning as requested from I-1 and I-2 to C-2, as requested in the Application for Case #2025-11029.

_____ _____

Michael Garcia Date
Mayor

FILED:

_____ _____

Geralyn Cardenas Date
Interim City Clerk

APPROVED AS TO FORM:

_____ _____

Marcos Martinez Date
Interim City Attorney

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2025-11030
2904 Rufina St Master Plan
Owner's/Applicant's Name – Girls, Inc of Santa Fe
Agent's Name – JenkinsGavin, LLC

THIS MATTER came before the Governing Body for public hearing on February 25th, 2026 ("Hearing") upon the application ("Application") of JenkinsGavin, LLC ("Agent") for Girls, Inc of Santa Fe ("Applicant").

The Applicant requests a Master Plan to develop an approximate 55,478 square foot youth center on Lots 3 and 2A, 2-2 at 2904 Rufina St, totaling approximately 4.27-acres ("Project"). See Resolution #2026-08.

In concurrent Case #2025-11028, the Applicant requests a General Plan Amendment for Lot 3 at 2904 Rufina St, approximately 3.87-acres, to change the Future Land Use designation from Industrial and Business Park to Community Commercial. See Resolution #2026-07.

Additionally, in concurrent Case #2025-11029, the Applicant requests a rezoning for Lot 3 at 2904 Rufina St, comprising approximately 3.87-acres, from Light Industrial (I-1) and General Industrial (I-2) to General Commercial (C-2). See Ordinance #2026-05.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

1) SFCC 1987 Section 14-3.9(D)[1] sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before Body approving the Master Plan.
2) The Governing Body heard Case #2025-11030 concurrently with Cases #2025-11028 and #2024-11029.
3) SFCC 1987 Section 14-3.9(B)[2] sets out applicability standards, that a Master Plan is required in conjunction with rezoning applications in certain districts as provided in Article 14-4 (Zoning Districts). Case #2025-11029 is the associated rezoning application, which requested to rezone an approximate 3.87-acre parcel at 2904 Rufina St from Light Industrial (I-1) and General Industrial (I-2) to General Commercial (C-2).
4) SFCC 1987 Section 14-3.1[3] sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an

[1] The provisions now appear at SFCC 1987, 14-2.1.F.5.IV effective January 1, 2026, following recodification.
[2] The provisions now appear at SFCC 1987, 14-2.1.F.5.II effective January 1, 2026, following recodification.
[3] The provisions now appear at SFCC 1987, 14-2.1.B effective January 1, 2026, following recodification.

Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)(1)].

5) The Applicant attended a pre-application conference on December 12, 2024.
6) The Applicant conducted an ENN meeting on July 23, 2025, virtually via Zoom. The Agent, Applicant, City staff, and a local news reporter attended the ENN meeting. No members of the public attended the ENN meeting.
7) The Applicant attended a hearing before the Planning Commission ("Commission") on November 6th, 2025.
8) At the Commission Hearing, the Commission received reports from staff, as well as testimony and evidence from the Applicant and their Agent prior to making a decision. The Commission opened the hearing to public comment; members of the public testified in support of the project without concern.
9) Once the Chair closed the Public Hearing, the Commission discussed a motion and voted to recommend the Governing Body approve the Master Plan, subject to Conditions of Approval and Technical Corrections.
10) The Applicant attended a hearing before the Governing Body on February 25th, 2026.
11) At the Governing Body hearing, the Governing Body received a report from staff, as well as testimony and evidence from the Applicant and the Applicant's agent prior to making a decision. The Governing Body opened the hearing for public comment, where members of the public provided comments in support of all three cases.
12) Once the Mayor closed the Public Hearing, the Governing body discussed a motion and voted to approve a resolution for the Master Plan, subject to Conditions of Approval and Technical Corrections.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

1) Pursuant to SFCC 1987 Section 14-3.1(H)(1)[4], notice of the ENN meeting was properly given. The Applicant gave notice of the ENN meeting by posting signs on two (2) locations on the property and mailing notice to all tenants and property owners within 300 feet of the property. No neighborhood associations were located within 300 feet of the property, and none were mailed notice.
2) The ENN meeting was properly conducted, pursuant to SFCC 1987 Section 14-3.1(F).[5]
3) The Applicant has the right under the SFCC to propose the Master Plan of the Property. Pursuant to SFCC 1987 Section 14-3.9(B)(1)[6], A master plan is required in conjunction with rezoning applications in certain districts as provided in Article 14-4 (Zoning Districts).
4) Pursuant to SFCC 1987 Table 14-2.1-1[7]: Review and Decision-Making Bodies and Responsibilities and Section 14-3.9(B)(3)[8], All use and development of land within a master-planned area must comply with the provisions of the adopted master plan. Final actions by the

[4] The provisions now appear at SFCC 1987, 14-2.1.B.3.V effective January 1, 2026, following recodification.
[5] The provisions now appear at SFCC 1987, 14-2.1.B.1.II effective January 1, 2026, following recodification.
[6] The provisions now appear at SFCC 1987, 14-2.1.F.5.II effective January 1, 2026, following recodification.
[7] The provisions now appear at SFCC 1987, 14-2.1.A. effective January 1, 2026, following recodification.
[8] The provisions now appear at SFCC 1987, 14-2.1.F.5.II effective January 1, 2026, following recodification.

governing body, land use boards and the land use director concerning rezonings, subdivisions, special use permits, development plans and construction permits shall include a specific finding or determination that the action complies with all applicable provisions of the master plan.

5) SFCC 1987 Section 14-3.9(D)[9] sets out procedures for a Master Plan and requires the Governing Body to hold a public hearing, review the Application and approve or deny the Application.
6) Pursuant to SFCC 1987 Section 14-3.9(D)(1)(a-d)[10], the Governing Body finds:
   a) The master plan is consistent with the general plan;.
   b) development of the master plan area will contribute to the coordinated and efficient development of the community;
   c) development of the master plan area will contribute to the coordinated and efficient development of the community; and
   d) the existing and proposed infrastructure , such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the planned development.
7) Pursuant to SFCC 1987 Section 14-3.9(D)(1)(a-d), the Governing Body finds that the Applicant submittal is a complete application as required by Chapter SFCC 1987, 14-3.9(D)(1) "Approval Criteria," and the Master Plan request does meet all approval criteria required by Chapter 14 SFCC 1987, Subsection 14-3.9(D)(1).
8) Pursuant to SFCC 1987 Section 14-3.9(D)(1)(d), the Governing Body finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the proposed youth center use with improvements to be completed by the Applicant.
9) Pursuant to SFCC 1987 Section 14-3.1[11], all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
10) The Governing Body has the power and authority to review and approve or deny Case #2025-11030 2904 Rufina St Master Plan.
11) The Applicant met the applicable Submittal Requirements.
12) The Governing Body approves the requested Master Plan because the application met all applicable code criteria for approval, subject to the conditions and technical corrections recommended by staff.

[9] The provisions now appear at SFCC 1987, 14-2.1.F.5.III effective January 1, 2026, following recodification.
[10] The provisions now appear at SFCC 1987, 14-2.1.F.5.IV effective January 1, 2026, following recodification.
[11] The provisions now appear at SFCC 1987, 14-2.1.B effective January 1, 2026, following recodification.

WHEREFORE, IT IS ORDERED ON THE 11TH DAY OF MARCH 2026, BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the Master Plan as requested in the Application for Case #2025-11030, subject to the Conditions of Approval and Technical Corrections listed in Attachment A of Staff's Report.

_____ _____

Michael Garcia
Mayor

Date

FILED:

_____ _____

Geralyn Cardenas
Interim City Clerk

Date

APPROVED AS TO FORM:

_____ _____

Marcos Martinez
Interim City Attorney

Date

City of Santa Fe, New Mexico

Attachment A
Conditions of Approval and Technical Corrections

1. Table of Conditions of Approval
2. Table of Technical Corrections
3. Development Review Team Compiled Comments

Conditions of Approval & Technical Corrections

Conditions of Approval			
#	**Condition of Approval**	**Dept. or Division**	**To be completed:**
1	Archaeological review will be required if The applicant exceeds 550-linear feet of utility lines including but not limited to water, gas, sewer, electric, power, etc. 14-3.13(B)(3) Suburban Archaeological Review District In this district, an archaeological clearance permit shall be required prior to approval of the final development plan or plat for the following projects: All annexations, rezonings, subdivisions, planned unit developments , or other development requiring approval by the Planning Commission, having over ten (10) acres All city projects over two (2) acres in size. All city park projects over one (1) acre in size. (4) Utility Mains: An archaeological clearance permit is required for new construction of sewer mains or main lines of other utilities such as telephone lines, gas lines, and fiber optics, including the entire construction easement: With an extension of sixty (60) feet or more if the main is in the historic downtown archaeological review district; With an extension of five hundred fifty (550) or more if the main is in the river and trails or suburban archaeological review district.	Archaeology	Prior to building permit approval
2	Add all textures/symbols used on Proposed Site Master Plan (Sheet C-2) into legend (ex: gravel texture, utility lines, log shaped drawings, etc)	Current Planning	Prior to public hearing (COMPLETED)
3	~~Appropriate easements must be in place to cross between Lot 3 and 2-2 in perpetuity~~ Applicant shall consolidate Lots 3 and 2A, 2-2 concurrent with Development Plan review **or** place appropriate easements between Lots 3 and 2A, 2-2 in perpetuity concurrent with Development Plan review.	Current Planning	~~Prior to public hearing~~ Prior to development plan approval
4	Add Case #2025-11030 to Master Plan sheets	Current Planning	Prior to public hearing (COMPLETED)
5	Shall comply with the most currently adopted International Fire Code	Fire	Prior to public hearing (COMPLETED)
6	Shall verify compliance with section 903 Automatic Sprinkler Systems of the IFC 2021	Fire	Prior to public hearing (COMPLETED)

Conditions of Approval			
#	**Condition of Approval**	**Dept. or Division**	**To be completed:**
7	Shall verify compliance with section D105 Aerial Fire Apparatus Access Road as per IFC 2021	Fire	Prior to public hearing (COMPLETED)
8	Historic drainage calcs should include offsite flows onto property (if applicable)	Rivers and Watershed	Prior to Development Plan approval (In drainage report)
9	Provide a full drainage report	Engineering	Prior to Development Plan approval
10	Grading and Drainage plan must accurately show locations and dimensions of existing versus new impervious surfaces for verification. Ponding area volumes must be established for each ponding area showing dimensions. Label each pond with a pond number and the volume.	Engineering	Prior to Development Plan approval
11	Include pond sections and show how ponds will overflow.	Engineering	Prior to Development Plan approval
12	Include lighting plan with photometrics	Engineering	Prior to Development Plan approval
13	A financial guarantee will be required for all public and quasi-public infrastructure. The guarantee must be in place prior to recordation of development plan.	Engineering	Prior to Development Plan approval
14	The 6-inch sewer service line(s) will be required to connect to a sewer manhole	Wastewater	Prior to recordation
15	All 4-inch sewer lines shall connect directly to the public sewer lines	Wastewater	Prior to recordation
16	The Wastewater Division has concerns for the existing public sewer line with regards to the sites existing conditions. We are requesting to do a walk thru with the design engineer to discuss the landscaping, access and the condition of the sewer line in the field	Wastewater	Prior to recordation
17	An approved Agreement to Construct and Dedicate (ACD) will be required for new fire and domestic water services	Water	Prior to building permit approval
18	An approved Water Plan will be required for all new public water infrastructure and fire services.	Water	Prior to development plan approval
19	A separate irrigation meter will be required if the total landscaped area is 1,000 square feet or greater. An approved backflow prevention device shall also be installed beyond the meter on any new irrigation service.	Water	At time of development

Conditions of Approval			
#	**Condition of Approval**	**Dept. or Division**	**To be completed:**
20	Any re-grading of site over existing water mains shall maintain a minimum of 4 feet of cover and not exceed 5 feet of cover. Depth of existing main to be adjusted to maintain a minimum of 4 feet of cover and not exceed 5 feet of cover if site grading impacts these depth requirements.	Water	At time of development
21	Each lot shall be served by a separate City water service.	Water	At time of development
22	See attached comments response letter dated 9/25/25 from Wilson & Company regarding Bohannon Huston, initial draft Traffic Impact Study dated 8/725	Traffic	Prior to public hearing (COMPLETED)
23	See attached comments response letter dated 10/17/25 from Wilson & Company regarding Bohannon Huston, revised draft Traffic Impact Study dated 10/6/25	Traffic	Prior to Development Plan Approval
24	Elevations submitted for the development plan shall include a detailed Points analysis that is intergraded with the Elevations for review.	Current Planning	At time of Development Plan

Technical Corrections			
#	**Technical Correction**	**Dept. or Division**	**To be completed:**
1	Provide a landscape design compliant with City of Santa Fe Codes Chapter 14-8.4 Landscape and Site Design.	Landscape, Irrigation, Outdoor Lighting	Prior to recordation of Development Plan
2	Provide a landscape irrigation design compliant with City of Santa Fe Codes Chapter 14-8.4(E) Landscape and Site Design Water Harvesting and Irrigation Standards and the City of Santa Fe Landscape Irrigation Design Standards (LIDS) Manual.	Landscape, Irrigation, Outdoor Lighting	Prior to recordation of Development Plan
3	Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code. A lighting design with footcandle points is required.	Landscape, Irrigation, Outdoor Lighting	Prior to recordation of Development Plan
4	Include attached notes on development plan.	Engineering	Prior to recordation of Development Plan
5	The Wastewater Division shows all existing public sewer lines being 8-inch concrete pipe	Wastewater	-
6	Developer will work with CoSFW Engineering to appropriately size and locate meters and fire hydrants. CoSFW will not approve new public infrastructure on private property	Water	Prior to water plan approval

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

Date: September 8, 2025

Cases: #2025-11028, 2025-11029, 2025-11030

To: Angelica Wolff, JenkinsGavin, Inc

Via: Heather Lamboy, Planning and Land Use Director
Maggie Moore, Assistant Planning and Land Use Director
Daniel Esquibel, Planner Manager

From: Alexa Hempel, Senior Planner

Cases #2025-11028, 2025-11029, and 2025-110330. 2904 Rufina St General Plan Amendment, Rezoning, and Master Plan. JenkinsGavin, Inc, Agent, for Girls Inc of Santa Fe, Applicant, requests a General Plan Amendment, Rezoning, and Master Plan for the property at 2904 Rufina St. This property is comprised of 2 parcels totaling approximately 4.85 acres, currently zoned I-1 (Light Industrial), I-2 (General Industrial), and C-2 (General Commercial).

This application was received on August 11, 2025 and has been reviewed by Planning Division staff (Staff) and the City's Development Review Team (DRT). Attached are the initial DRT review comments including conditions of approval and technical corrections. I would like to highlight and summarize the following key items:

A. Initial Planning Division Review Summary

Your General Plan Amendment, Rezoning, and Master Plan applications have been reviewed by Planning Division staff and the following necessary revisions have been identified:

1. Add all textures/symbols used on Proposed Site Master Plan (Sheet C-2) into legend (ex: gravel texture, utility lines, log shaped drawings, etc)
2. ~~Appropriate easements must be in place to cross between Lot 3 and 2-2 in perpetuity~~
3. Add Case #2025-11030 to Master Plan sheets
4. Submit a parking analysis at time of Development Plan
5. All utilities shall be underground

Applicant shall consolidate Lots 3 and 2A, 2-2 concurrent with Development Plan review or place appropriate easements between Lots 3 and 2A, 2-2 in perpetuity concurrent with Development Plan review

B. Initial DRT Review Summary

Your General Plan Amendment, Rezoning, and Master Plan applications have been reviewed by the DRT and the following necessary revisions have been identified:

1. Shall comply with the most currently adopted International Fire Code
2. Shall verify compliance with section 903 Automatic Sprinkler Systems of the IFC 2021
3. Shall verify compliance with section D105 Aerial Fire Apparatus Access Roads as per IFC 2021
4. An approved Agreement to Construct and Dedicate (ACD) will be required for new fire and domestic water services
5. An approved Water Plan will be required for all new public water infrastructure and fire services.
6. A separate irrigation meter will be required if the total landscaped area is 1,000 square feet or greater. An approved backflow prevention device shall also be installed beyond the meter on any new irrigation service
7. Any re-grading of site over existing water mains shall maintain a minimum of 4 feet of cover and not exceed 5 feet of cover. Depth of existing main to be adjusted to maintain a minimum of 4 feet of cover and not exceed 5 feet of cover if site grading impacts these depth requirements.
8. Each lot shall be served by a separate City water service.
9. Provide a landscape design compliant with City of Santa Fe Codes Chapter 14-8.4 Landscape and Site Design.
10. Provide a landscape irrigation design compliant with City of Santa Fe Codes Chapter 14-8.4(E) Landscape and Site Design Water Harvesting and Irrigation Standards and the City of Santa Fe Landscape Irrigation Design Standards (LIDS) Manual.
11. Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code. A lighting design with footcandle points is required.
12. Archaeological review will be required if the applicant exceeds 550-linear feet of utility lines including but not limited to water, gas, sewer, electric, power, etc.
    a. 14-3.13(B)(3) Suburban Archaeological Review District
        i. In this district, an archaeological clearance permit shall be required prior to approval of the final development plan or plat for the following projects:
        ii. All annexations, rezonings, subdivisions, planned unit developments , or other development requiring approval by the Planning Commission, having over ten (10) acres
        iii. All city projects over two (2) acres in size.
        iv. All city park projects over one (1) acre in size.
    b. Utility Mains:
        i. An archaeological clearance permit is required for new construction of sewer mains or main lines of other utilities such as telephone lines, gas lines, and fiber optics, including the entire construction easement: With an extension of sixty (60) feet or more if the main is in the historic downtown archaeological review district; With an extension of five hundred fifty (550) or more if the main is in the river and trails or suburban archaeological review district.
13. Provide full drainage report.

14. Grading and Drainage plan must accurately show locations and dimensions of existing versus new impervious surfaces for verification. Ponding area volumes must be established for each ponding area showing dimensions. Label each pond with a pond number and the volume.
15. Include pond sections and show how ponds will overflow
16. Include lighting plan with photometrics
17. A financial guarantee will be required for all public and quasi-public infrastructure. The guarantee must be in place prior to recordation of development plan.
18. Include attached notes.
19. Historic drainage calcs should include offsite flows onto property (if applicable)
20. The 6-inch sewer service line(s) will be required to connect to a sewer manhole
21. All 4-inch sewer lines shall connect directly to the public sewer lines
22. The Wastewater Division has concerns for the existing public sewer line with regards to the sites existing conditions. We are requesting to do a walk thru with the design engineer to discuss the landscaping, access and the condition of the sewer line in the field
23. The Wastewater Division shows all existing public sewer lines being 8-inch concrete pipe

The following DRT members did not have comments at this time:

- Parks and Open Space
- Water resources
- Metropolitan Planning organization
- Traffic

The following DRT comments are pending at this time:

- ADA
- Santa Fe Public Schools

C. Prior to Planning Commission, the following DRT comments must be satisfied:

1. Add all textures/symbols used on Proposed Site Master Plan (Sheet C-2) into legend (ex: gravel texture, utility lines, log shaped drawings, etc)
2. ~~Appropriate easements must be in place to cross between Lot 3 and 2-2 in perpetuity~~
3. Add Case #2025-11030 to Master Plan sheets
4. Shall comply with the most currently adopted International Fire Code
5. Shall verify compliance with section 903 Automatic Sprinkler Systems of the IFC 2021
6. Shall verify compliance with section D105 Aerial Fire Apparatus Access Roads as per IFC 2021
7. An approved Water Plan will be required for all new public water infrastructure and fire services.
8. Developer will work with CoSFW Engineering to appropriately size and locate meters and fire hydrants. CoSFW will not approve new public infrastructure on private property.

The full DRT memos are attached for your review. Once revised submittals to the application are accepted, a public hearing date may be scheduled. Please let me know if you have any questions or concerns.

Thank you,

Alexa Hempel
Senior Planner, Planning and Land Use Department

Attachments:

1. Fire DRT Memo
2. Water Utility DRT Memo
3. Landscape/Irrigation/Lighting DRT Memo
4. Archaeology DRT Memo
5. Technical Review Engineering DRT Memo
6. River and Watershed DRT Memo
7. Wastewater DRT memo

Development Review Team (DRT)
Comment Form for
Planning Commission

Date: August 19, 2025

DRT Member: Fire Marshal Geronimo Griego

Dept/Div: Fire Marshal's Office

Case No.: 2025-11028,11029, & 11030

Case Planner: Alexa Hempel, Senior Planner

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

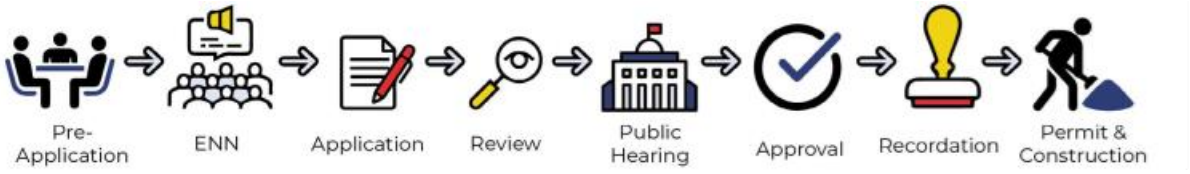


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *At the time of development* -

Development Review Process Flow Chart



Form Updated: September 2023

*See the *2024 Development Review Schedule* for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1. Shall comply with the most currently adopted International Fire Code.	*Prior to Public Hearing*	
2. Shall verify compliance with section 903 Automatic Sprinkler Systems of the IFC 2021.		
3. Shall verify compliance with section D105 Aerial Fire Apparatus Access Roads as per IFC 2021.		

Technical Corrections:	**Must be completed by:**	**Applicant Response**:**

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1.

Explanation of Conditions or Corrections (if needed):

1. Verify that the right city adopted code is reference in documents for submission. International Fire Code (IFC) 2021.
2. Shall verify that building is provided with automatic fire sprinklers for proposed layout.
3. Shall verify two points of access to ladder building for proposed site layout conditions.

Development Review Team (DRT)
Comment Form

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

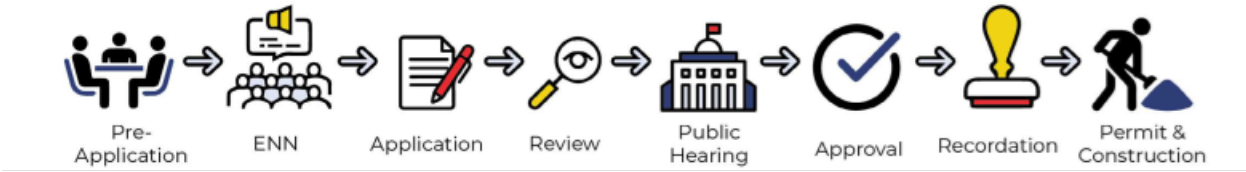


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior to Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *During Construction* – these conditions/technical corrections can be addressed during construction.

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

DRT Review Timeline:

Application Received	DRT Application Intake	DRT Initial Review Comments Due

Form Updated: April 2024

Date: 8/18/2025

DRT Member: Clinton Peterson

Dept/Div: Public Utilities/Water Division

Case No.: 2025-11028/11029/11030

Case Planner: Alexa Hempel

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case # 2025-11028/11029/11030

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1. An approved Agreement to Construct and Dedicate (ACD) will be required for new fire and domestic water services	Prior to Building Permit Approval	
2. An approved Water Plan will be required for all new public water infrastructure and fire services.	Prior to Public Hearing	
3. A separate irrigation meter will be required if the total landscaped area is 1,000 square feet or greater. An approved backflow prevention device shall also be installed beyond the meter on any new irrigation service.	At the time of development	
4. Any re-grading of site over existing water mains shall maintain a minimum of 4 feet of cover and not exceed 5 feet of cover. Depth of existing main to be adjusted to maintain a minimum of 4 feet of cover and not exceed 5 feet of cover if site grading impacts these depth requirements.	At the time of development	
5. Each lot shall be served by a separate City water service.	At the time of development	

Technical Corrections:	**Must be completed by:**	**Applicant response**:**
1. Developer will work with CoSFW Engineering to appropriately size and locate meters and fire hydrants. CoSFW will not approve new public infrastructure on private property.	Prior to Water Plan Approval	

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

Form Updated: April 2024

(see following pages for notes required)

Development Review Team (DRT)
Comment Form

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

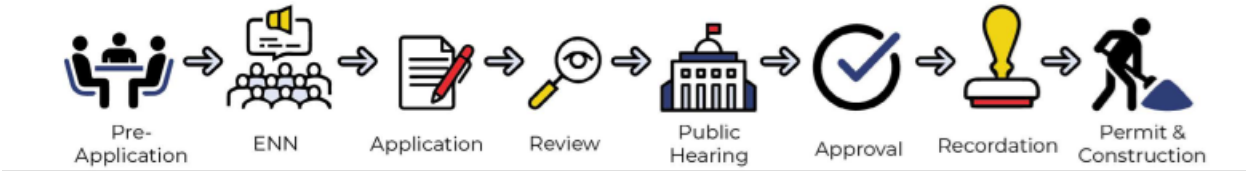


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior to Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *During Construction* – these conditions/technical corrections can be addressed during construction.

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

DRT Review Timeline:

Application Received	DRT Application Intake	DRT Initial Review Comments Due

Form Updated: April 2024

Date: August 28, 2025

DRT Member: Lawrence Rivera

Dept/Div: Land Use Engineering / Landscape, Irrigation, and Outdoor Lighting Review

Case No.: Girls Club 2025-11030. Master Plan

Case Planner: Alexa Hempel, Senior Planner, anhempel@santafenm.gov, 505-946-7072 (cell)

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case #

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**

Technical Corrections:	**Must be completed by:**	**Applicant response**:**
1. Provide a landscape design compliant with City of Santa Fe Codes Chapter 14-8.4 Landscape and Site Design.	Prior to Recordation	
2. Provide a landscape irrigation design compliant with City of Santa Fe Codes Chapter 14-8.4(E) Landscape and Site Design Water Harvesting and Irrigation Standards and the City of Santa Fe Landscape Irrigation Design Standards (LIDS) Manual.	Prior to Recordation	
3. Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code. A lighting design with footcandle points is required.	Prior to Recordation	

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

Form Updated: April 2024

Development Review Team (DRT)
Comment Form

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

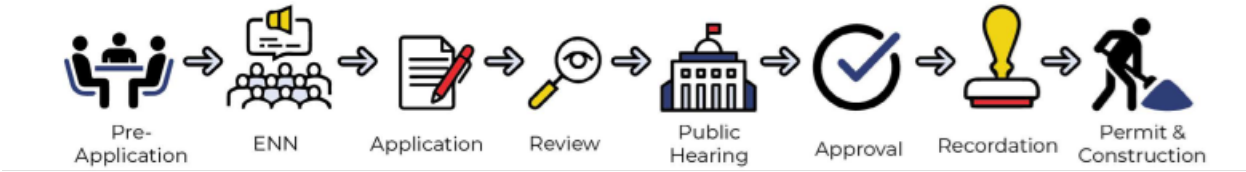


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior to Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *During Construction* – these conditions/technical corrections can be addressed during construction.

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

DRT Review Timeline:

Application Received	DRT Application Intake	DRT Initial Review Comments Due

Form Updated: April 2024

Date: 09/03/2025

DRT Member: Paul A. Duran

Dept/Div: Land Use/ HPD

Case No.: Case #2025-11028. General Plan Amendment, Case #2025-11029. Rezoning, Case #2025-11030. Master Plan

Case Planner: Alexa Hempel

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case #

Conditions of Approval:	Must be completed by:	Applicant response**:
1. Archaeological review will be required if The applicant exceeds 550-linear feet of utility lines including but not limited to water, gas, sewer, electric, power, etc. 14-3.13(B)(3) Suburban Archaeological Review District In this district, an archaeological clearance *permit* shall be required prior to approval of the final *development* plan or *plat* for the following projects: All annexations, rezonings, subdivisions, planned unit *developments* , or other *development* requiring approval by the Planning Commission, having over ten (10) acres All *city* projects over two (2) acres in size. All *city* park projects over one (1) acre in size. (4) Utility Mains: An archaeological clearance *permit* is required for new construction of sewer mains or main lines of other utilities such as telephone lines, gas lines, and fiber optics, including the entire construction easement: With an extension of sixty (60) feet or more if the main is in the historic downtown archaeological review district; With an extension of five hundred fifty (550) or more if the main is in the river and trails or suburban archaeological review district.	Building permitting	
2.		
3.		
4.		
5.		
6.		

Technical Corrections:	Must be completed by:	Applicant response**:
1.		

Form Updated: April 2024

2.		
3.		
4.		

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

Development Review Team (DRT)
Comment Form

Date: 9/3/2025

DRT Member: Dee Beingessner

Dept/Div: Land Use Engineering

Case No.: Case #2025-11030 Girls Inc

Case Planner: Alexa Hempel, Senior Planner

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant Response**:**
1. Provide full drainage report.	Prior to Development Plan approval	
2. Grading and Drainage plan must accurately show locations and dimensions of existing versus new impervious surfaces for verification. Ponding area volumes must be established for each ponding area showing dimensions. Label each pond with a pond number and the volume.		
3. Include pond sections and show how ponds will overflow.		
4. Include lighting plan with photometrics		
5. A financial guarantee will be required for all public and quasi-public infrastructure. The guarantee must be in place prior to recordation of development plan.		

Technical Corrections:	**Must be completed by:**	**Applicant Response**:**
1. Include attached notes.		
2.		
3.		

***The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.*

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

See following pages for notes required on plat or plans

Form Updated: March 2024

DRAINAGE FACILITIES MAINTENANCE NOTE

ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY ALL PROPERTY OWNERS. THE PROPERTY OWNERS SHALL ALSO HAVE THE RESPONSIBILITY FOR MAINTENANCE OF THE PUBLIC DRAINAGE EASEMENT.

INSPECTIONS SHALL BE CONDUCTED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO OR OTHER QUALIFIED PERSON. INSPECTIONS SHALL BE CONDUCTED ON THE DRAINAGE FACILITIES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

ON OR ABOUT MARCH 15, ON OR ABOUT SEPTEMBER 15, AND AFTER EACH STORM EVENT OF 1-INCH OR GREATER. MAINTENANCE OF THE DRAINAGE FACILITIES SHALL BE CONDUCTED AND DOCUMENTED BY THE ENGINEER OR QUALIFIED PERSON AND THE OWNER. THE OWNER SHALL MAINTAIN A FILE OF THE INSPECTIONS AND REMEDIAL ACTION CONDUCTED ON THE DRAINAGE FACILITIES.

WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE ENGINEER'S RECOMMENDATIONS, AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING:

A. FLUSH ALL CULVERTS, DROP INLETS AND DRAINAGE PIPES TO REMOVE SEDIMENT AND VEGETATION THAT PREVENTS OR HINDERS THE FLOW OF STORM WATER IN THE DRAINAGE STRUCTURE(S).

B. REMOVE SEDIMENT IN PONDS THAT IS GREATER THAN 6-INCHES IN DEPTH, AND IF NECESSARY, RESEED WITH NATIVE GRASSES AND INSTALL FILTER FABRIC AND 3 TO 4 INCH COBBLE AS DIRECTED BY THE ENGINEER.

C. INSPECT FOR SEDIMENTATION IN ALL SWALES, DITCHES, DRAINGE PONDS AND REMOVE AND STABILIZE AS NECESSARY.

D. INSPECT FOR SOIL EROSION AT ALL DRAINAGE PONDS, CUT AND FILL SLOPES, AND REPAIR OR STABILIZE ACCORDINGLY.

E. INSPECT THE STRUCTURAL INTEGRITY OF DRAINAGE PONDS, SLOPES, RIP-RAP, GABIONS, DROP INLETS, CULVERTS, ENERGY DISSIPATORS, AND RETAINING WALLS, ROCK PLATING, EROSION CONTROL MATS OR BLANKETS, AND REPAIR OR STABILIZE ACCORDINGLY.

GUNNISON'S PRAIRIE DOG NOTE

THE PROJECT SHALL COMPLY WITH THE PROVISIONS OF THE GUNNISION'S PRAIRIE DOG ORDINANCE (ARTICLE 14-8.12).

DUST CONTROL NOTE

All on-site soil disturbing construction activities shall be addressed and provide measures to mitigate or control dust from being transported offsite and polluting neighboring properties.

Any person, owner, contractor or operator who conducts earthmoving and/or dust generating activities is responsible for implementing Best Management Practices (BMPs) in order to mitigate off-property transport of fugitive dust emissions.

A plan, or storm water prevention plan (SWPPP) when applicable, listing the Best Management Practices (BMPs), shall be provided to the City Engineer, or their designee for review and approval. The approved BMPs shall be applied to the graded and/or disturbed soil in order to stabilize the site.

The initial BMP shall address how the Contractor will minimize the amount of disturbed soil, and how the Contractor will stabilize the disturbed surface area exposed to wind or vehicle traffic during construction.

Some BMPs shall include:

- The reduction of vehicle speeds: establish a maximum speed limit or install traffic calming devices to reduce speeds to a rate to mitigate off-property transport of dust entrained by vehicles.
- The minimization of drop height: Drivers and operators shall unload truck beds and loader or excavator buckets slowly, and minimize drop height of materials to the lowest height possible, including screening operations.
- High winds restriction: temporarily halt work activities during high wind events greater than 30 mph if operations would result in off-property transport.
- Restrict access: restrict access to the work area to only authorized vehicles and personnel.

In the event the above practices are ineffective to prevent off property transport, the owner or operator shall use at one or more of the following Best Management Practices (BMPs):

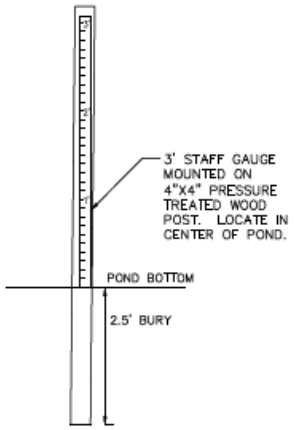
- Wet suppression: apply water to disturbed soil surfaces, backfill materials, screenings, and other dust generating operations as necessary and appropriate considering current weather conditions, and prevent water used for dust control from entering any public right-of-way, storm water drainage facility, or watercourse.
- Wind barrier: construct a fence or other type of wind barrier to prevent wind erosion of the graded or disturbed surface.
- Vegetation: plant vegetation appropriate for retaining soils or creating a wind break.
- Surface roughening: stabilize an active construction area during periods of inactivity or when vegetation cannot be immediately established.
- Cover: install cover materials such as tackifiers, erosion control blankets, gravel, vegetation (when appropriate), cold-millings, etc. during periods of inactivity and properly anchor the cover.
- Soil retention: stabilize disturbed or exposed soil surface areas that will be inactive for more than 30 days or while vegetation is being established.

ENGINEER'S STORMWATER INFRASTRUCTURE CERTIFICATION

I, the undersigned professional engineer in the State of New Mexico, do hereby certify that the record information shown hereon is based on actual field measurements and visual inspections performed by myself or under my direct supervision. I further certify that the record condition as of _____ is in substantial compliance with the approved grading and drainage plan prepared by _____, dated _____.

Signature NMPE #_____ Date

Example for pond measurement post



POST & STAFF GAUGE
NTS

Form Updated: March 2024

Development Review Team (DRT)
Comment Form

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

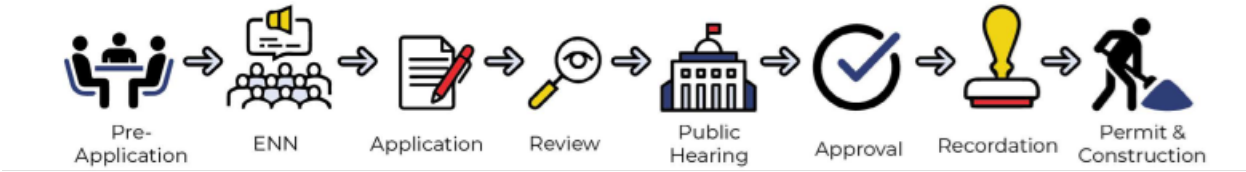


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior to Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *During Construction* – these conditions/technical corrections can be addressed during construction.

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

DRT Review Timeline:

Application Received	DRT Application Intake	DRT Initial Review Comments Due

Form Updated: April 2024

Date: 09/04/2025

DRT Member: Zoë Isaacson, River and Watershed Manager

Dept/Div: Public Works/Parks and Open Space

Case No.: 2025-11030

Case Planner: Alexa Hempel

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case #

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1. Historic drainage calcs should include offsite flows onto property (if applicable)	Include in drainage report with development plan	
2.		
3.		
4.		
5.		
6.		

Technical Corrections:	**Must be completed by:**	**Applicant response**:**
1.		
2.		
3.		
4.		

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

Existing vs Proposed Drainage Areas: looks like some ponding and drainages will be filled due to proposed building sites and new amenities; how is the developer planning to accommodate the excess water created by both the increase in imperviousness and the filling of these ponds? How do they plan to get the water to the new ponds, will it be piped? Will buildings have gutters and cisterns? Will landscaped areas be swaled to hold water? Etc…

Historical drainage: are they making sure to account for the entire basin in their drainage calcs, including offsite flows entering the property, esp. off the parking lot behind the school to the south if there is any?

Form Updated: April 2024

Development Review Team (DRT)
Comment Form

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

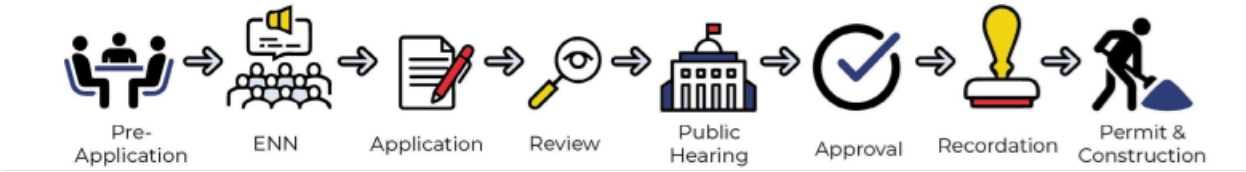


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior to Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *During Construction* – these conditions/technical corrections can be addressed during construction.

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

DRT Review Timeline:

Application Received	DRT Application Intake	DRT Initial Review Comments Due

Form Updated: April 2024

Date: 9/4/2025

DRT Member: Stan Holland

Dept/Div: Utilities/Wastewater Division

Case No.: 2025/11030

Case Planner: Alexa N. Hempel

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case #

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1. The 6-inch sewer service line(s) will be required to connect to a sewer manhole	Prior to Recordation	
2. All 4-inch sewer lines shall connect directly to the public sewer lines	Prior to Recordation	
3. The Wastewater Division has concerns for the existing public sewer line with regards to the sites existing conditions. We are requesting to do a walk thru with the design engineer to discuss the landscaping, access and the condition of the sewer line in the field	Prior to Recordation	
4.		
5.		
6.		

Technical Corrections:	**Must be completed by:**	**Applicant response**:**
1. The Wastewater Division shows all existing public sewer lines being 8-inch concrete pipe		
2.		
3.		
4.		

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

Form Updated: April 2024

Development Review Team (DRT) Comment Form

Date: October 17, 2025

DRT Member: Leroy Pacheco, PE and Phil Gallegos, PE (Wilson&Company)

Dept/Div: Public Works Department – Traffic Engineering

Case No.: Girl's Inc. - Case #2025-11028, 11029, and 11030. General Plan Amendment, Rezoning, and Master Plan

Case Planner: Land Use Department - Alexa Hempel, Senior Planner

---

Conditions of Approval and Technical Corrections Tables
Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant response:**

Technical Corrections:	**Must be completed by:**	**Applicant Response:**
See attached comments response letter dated 10/17/25 from Wilson & Company regarding Bohannon Huston, revised draft Traffic Impact Study dated 10/6/25.	Prior to Development Plan Approval	

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. Any and all future proposed improvements of this site that affect public infrastructure will be subject to **City Code Chapter 23** and additional reviews and possible corrections to meet Public Works Standards for roadways, ADA, signing, striping, lighting, etc. may be required at that time.

   City Code Chapter 23-3.18 City construction and assessment.
   Nothing in subsections 23-3.12 and 23-3.15 SFCC 1987 prevents the city from ordering construction of curbs, gutters and sidewalks and assessing the cost thereof against the property benefited in any manner provided by the laws of the state. (Code 1953, § 24-28; Code 1973, § 30-29; SFCC 1981, § 4-13-18; Ord. #38-1987, § 8).

Memorandum

To: Leroy Pacheco, PE COSF

From: Philip A. Gallegos, PE, Senior Transportation Engineer

CC: Robert Luna, PE, PTOE, Traffic Engineering Practice Lead, SW Region

Date: 10/17/2025

Re: Girl's Inc. TIA Review

Wilson and Company has reviewed the Revised DRAFT TIA dated October 6, 2025 for the Girl's Inc. Development prepared by Bohannan Huston and have the following comments. Please let me know if you have any questions or require further information.

REPORT COMMENTS

- All original Comments have been addressed
- On page 48 the report states that the common crash type was rear-end collisions for Richards and Rufina however on table 24 the highest crash type is Another Vehicle at an Angle. This should be corrected in the narrative.
- There is a large percentage of crashes that were not classified by Crash Type. The Crash Summary Tables shall also include the percentage of crash types with the "not available or not classified" crash types removed from the total number of crashes. Therefore, showing percentages of total known crash types.
- All developer mitigations shall be shown on the developments site plan.
- For the intersection of Calle del Cielo and Cerrillos Road the report recommends evaluation of a cost share with the COSF due to the spillover occurring in existing condition. Since this LOS is made worse by the added traffic by the developer this mitigation shall be implemented by the developer.

Sincerely,

Philip A Gallegos, PE
Senior Transportation Engineer

Development Review Team (DRT)
Comment Form

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

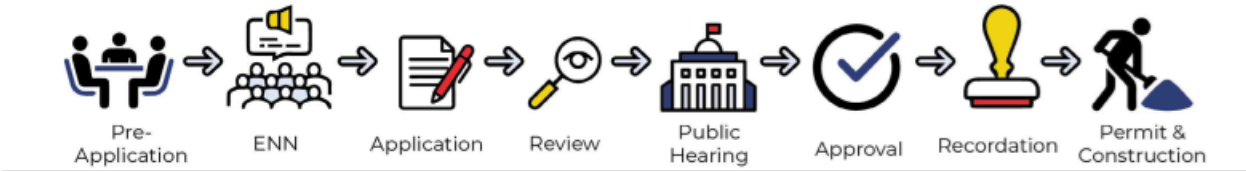


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior to Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *During Construction* – these conditions/technical corrections can be addressed during construction.

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

DRT Review Timeline:

Application Received	DRT Application Intake	DRT Initial Review Comments Due

Form Updated: April 2024

Date: 8/20/25

DRT Member: Alexa Hempel

Dept/Div: Current Planning

Case No.: #2025-11028/11029/11030

Case Planner: Alexa Hempel

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case #

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1. Add all textures/symbols used on Proposed Site Master Plan (Sheet C-2) into legend (ex: gravel texture, utility lines, log shaped drawings, etc)	Planning Commission. Complete	
~~2. Appropriate easements must be in place to cross between Lot 3 and 2-2 in perpetuity~~ Applicant shall consolidate Lots 3 and 2A, 2-2 concurrent with Development Plan review **or** place appropriate easements between Lots 3 and 2A, 2-2 in perpetuity concurrent with Development Plan review	Planning Commission Development Plan. Applicant submitted affidavit acknowledging condition.	
3. Add Case #2025-11030 to Master Plan sheets	Planning Commission. Complete	
4.		
5.		
6.		

Technical Corrections:	**Must be completed by:**	**Applicant response**:**
1. Submit a parking analysis at time of Development Plan	Development Plan	
2. All utilities shall be underground	Development Plan	
3.		
4.		

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

Form Updated: April 2024

Development Review Team (DRT)
Comment Form for
Planning Commission

Date: October 07, 2025

DRT Member: Fire Marshal Geronimo Griego

Dept/Div: Fire Marshal's Office

Case No.: 2025-11028,11029, & 11030

Case Planner: Alexa Hempel, Senior Planner

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

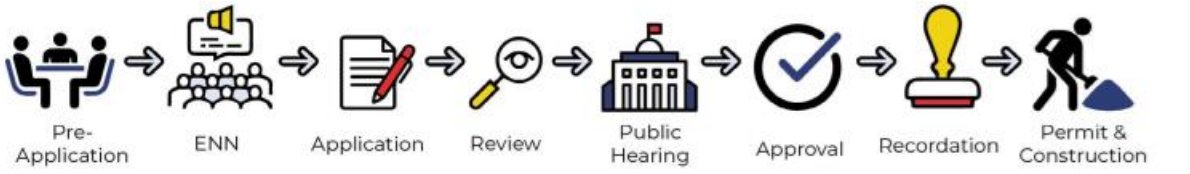


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *At the time of development* -

Development Review Process Flow Chart



Form Updated: September 2023

*See the *2024 Development Review Schedule* for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1. Shall comply with the most currently adopted International Fire Code.		

Technical Corrections:	**Must be completed by:**	**Applicant Response**:**

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. Notes on revised plans sheet C2 verify compliance with IFC 2021, Section 903, and Aerial Apparatus access road from 2 points of access to building.

Explanation of Conditions or Corrections (if needed):

Development Review Team (DRT)
Comment Form

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

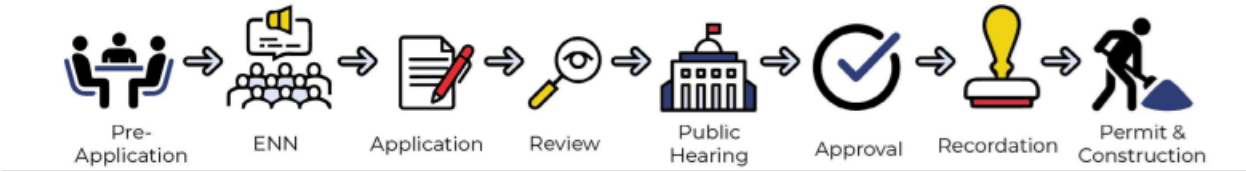


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the "Must be completed by" column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
c. *Prior to Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
d. *During Construction* – these conditions/technical corrections can be addressed during construction.

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

DRT Review Timeline:

Application Received	DRT Application Intake	DRT Initial Review Comments Due

Form Updated: April 2024

Date: 8/18/2025

DRT Member: Clinton Peterson

Dept/Div: Public Utilities/Water Division

Case No.: 2025-11028/11029/11030

Case Planner: Alexa Hempel

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case # 2025-11028/11029/11030

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1. An approved Agreement to Construct and Dedicate (ACD) will be required for new fire and domestic water services	Prior to Building Permit Approval	
2. An approved Water Plan will be required for all new public water infrastructure and fire services.	Prior to approval of Development Plan	
3. A separate irrigation meter will be required if the total landscaped area is 1,000 square feet or greater. An approved backflow prevention device shall also be installed beyond the meter on any new irrigation service.	At the time of development	
4. Any re-grading of site over existing water mains shall maintain a minimum of 4 feet of cover and not exceed 5 feet of cover. Depth of existing main to be adjusted to maintain a minimum of 4 feet of cover and not exceed 5 feet of cover if site grading impacts these depth requirements.	At the time of development	
5. Each lot shall be served by a separate City water service.	At the time of development	

Technical Corrections:	**Must be completed by:**	**Applicant response**:**
1. Developer will work with CoSFW Engineering to appropriately size and locate meters and fire hydrants. CoSFW will not approve new public infrastructure on private property.	Prior to Water Plan Approval	

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

Form Updated: April 2024

(see following pages for notes required)

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

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

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

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

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, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2026-__
Loan of City Property to New Mexico History Museum

The following members of the Governing Body joined sponsorship of this legislation:

Pilar Faulkner (Mar 2, 2026 08:45:58 MST)
Pilar Faulkner, Councilor

03/02/2026
Date

10740.1

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

The Purchasing Memo

Date: February 23, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Heather Lamboy, AICP, Planning and Land Use Director

Via: Brian Moya, Interim City Manager

Andrea Phillips, Interim Finance Director

Andy Hopkins, Budget Officer

Subject: Amendment #2: Contract Reassignment, Term Extension and Assignment of Contract Value for Land Development Code Update

Vendor Name: Goebel Partners LLC

Munis Vendor Number: 10987

ITEM AND ISSUE:

The Land Use Department respectfully requests your review and approval of Amendment #2 to Contract 22-0521 with Goebel Partners LLC for the Land Development Code update. Amendment #2 includes the following: 1) reassigns the contract from Clarion Associates to Goebel Partners LLC; 2) extends the term of the contract by 12 months; and 3) assigns the approved value of the contract for the remainder of the project at a total compensation of $519,657.00 inclusive of GRT. No new funding for the contract is being requested.

CONTRACT NUMBER:

The FY22 Munis contract number is 3260291.

BACKGROUND AND SUMMARY:

On December 30, 2022, the Governing Body of the City of Santa Fe ("City") approved a Professional Services Agreement ("Contract") with Clarion Associates for $195,715.00 to complete only Phase 1 (consisting of 1a and 1b) of the LDC update. While the Contract was issued for the entirety of the project, consisting of three phases, only the funding for Phase 1 was included at that time. The Contract was issued in fulfillment of RFP #22/22/P which is attached hereto as "Exhibit A." The funds for Phase 1 were appropriated in Fiscal Years 2023, 2024 and 2025, and expended accordingly. This budget can be found in Org. 1004501 / Object Code 510300. Subsequently, in Amendment #1, the contract was amended to increase the project budget by $50,982.06, for a new Phase 1 total compensation of $246,697.06. The increment of difference accommodated the unanticipated complexity of some City and community-requested changes (which includes affordable housing development incentives, parking, and other substantive changes) to the Phase 1 Code update as well as the protracted City review process of the Phase 1

draft. The FY26 funding allocation for only Phase 2 was estimated by the original vendor before Phase 1 was undertaken and set the total compensation at $375,000.00. The current Scope of Work ("SOW"), which was completed by the proposed new vendor following the adoption of the Phase 1 Land Development Code, includes a more detailed estimate of Phase 2. The revised SOW, which is attached hereto as "Exhibit C" and is the subject of the current request, proposes a total compensation of $519,657.00 for Phase 2. This expenditure will be divided among at least two fiscal years since the current request includes an extension of the contract term to December 31, 2027.

As a reminder, the LDC update was set to be accomplished through the following phases:

- Phase 1a: Diagnostic Review
- Phase 1b: Code Housekeeping and Technical Corrections
- Phase 2: Promoting Key Standards
- Phase 3: General Plan implementation

Due to unanticipated staffing changes at Clarion Associates near the end of Phase 1, the consultant team whom the City had been working with changed significantly as two primary team leads were no longer with the Clarion. Mr. Matt Goebel, who had served as the Director and Project Manager for the LDC update and was principally responsible for the content of Clarion's proposal, established his own independent firm, Goebel Partners LLC ("Goebel Partners LLC"). The City was presented with the option to preserve continuity by retaining Mr. Goebel as Project Manager. Clarion Associates was amenable to this path and, as such, the contract reassignment is the subject of the current request. As provided for in the original Contract recitals, reassigning the Contract from Clarion Associates to Goebel Partners constitutes a "transfer of vendor" and requires a letter consenting to the assignment of any remaining contract value for Phase 1 to Goebel Partners to finish out all contractual obligations for the LDC update. Clarion Associates has agreed to sign the aforementioned letter, which they assisted in drafting. Please see "Exhibit B" for the unsigned draft letter which will be executed on Clarion Associates letterhead. Goebel Partners LLC is an approved vendor with the City, having submitted all the required documents and proof of insurance needed for acceptance by the Office of Procurement, attached hereto as "Exhibit D." If the reassignment is approved, the City will issue a new FY 2026 Purchase Order for Goebel Partners LLC under the amended Contract.

Goebel Partners LLC has submitted a new proposed SOW, including budget. This SOW is slightly different from the original, now that Phase 1 has been adopted by Governing Body. However, it retains all of the key elements of the original. The primary difference is that many of the tasks associated with Phase 3 (coordination with the General Plan update) will now largely be incorporated into Phase 2. However, Phase 3 will be retained in the SOW in case itis needed for any outstanding tasks or procedures not completed in Phase 2. Other organizational differences include a single Assessment Report at the beginning of Phase 2 instead of two volumes (previously, the Community Issues Identification Report and the Analysis and Evaluation document) and providing the City with the draft LDC in two installments instead of four. The original Contract will remain active and intact, under the same contract identification number, and all terms of the original Contract will remain in full force and effect, including all required deliverables.

This request also includes an extension of the Contract term. The original Contract requires that all phases be completed by December 31, 2026. Given the length of time it took to complete Phase 1 and the significant amount of work remaining for all of Phases 2 and 3, full adoption of the new LDC before this date is unlikely and leaves little room for any unanticipated disruptions to the process. Although the LDC update should be fully complete well before the end of 2027, this request extends the term to December 31, 2027, in order to avoid future extension requests if an unforeseen circumstance would necessitate such extension.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Land Use 1004501

Munis Object Name/Number: Professional Contracts 510300

Budget Officer / Designee: Andy Hopkins **Date:** 02/24/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 22/22/P

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 02/25/2026

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

Comment/Exceptions: _____

EXHIBITS:

A: Contract # 22-0521 (City of Santa Fe and Clarion Associates)
B: Draft Contract Reassignment Letter from Clarion Associates
C: Goebel Partners LLC Proposed Scope of Work and Budget
D: Certificate of Liability Insurance (COI)

CITY OF SANTA FE
CENTRAL PURCHASING

CITY OF SANTA FE

AMENDMENT No. 2 TO

Contract # 3260291

Land Development Code Diagnostic Review

Amendment to Item #22-0521

This AMENDMENT No. 2 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated December 30, 2022 (the "Contract"), originally between the City of Santa Fe (the "City") and Clarion Associates LLC now reassigned to Goebel Partners 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.

1. Recitals

A. Under the terms of the Contract, Contractor has agreed to provide the work outlined in the contract.

B. Pursuant to the Amendment Article of the original 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:

C. Pursuant to Article 7 of the original contract Clarion Associates LLC has elected to assign their interests in this contract to Goebel Partners LLC as stated and attached as Exhibit B.

Updated sections below replace the corresponding sections listed in the contract.

2. Scope of Work

Article 1, Section C of the Contract is amended so that Article 1, section C reads as follows:

C. Phase 2 Promoting Key Standards will include substantive updates to regulations and procedures in the Land Development Code that implement key community standards and land development policies. Additional details on implementation of Phase 2 is described in Exhibit C.

3. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of $519,657.00 for the services described in Phase 2 so that Article 3 reads in its entirety as follows:

The City shall compensate the Contractor in full payment for services satisfactorily performed. Upon completion of Phase 2, the total amount payable to the Contractor under this agreement, inclusive of gross receipts tax and expenses, shall not exceed seven hundred and sixty-six thousand, three hundred fifty-four dollars and six cents ($766,354.06).

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.

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.

Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

Article 3 of the Contract is hereby deleted in its entirety and substituted the following Article 3 in it's place.

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate on December 31, 2027. 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. NOTIFICATION

Article 26 of the Contract is hereby deleted in it entirety and substituted with the following Article 26 in its place.

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Land Use Admin Long-Range Strategic Planner City of Santa Fe - Land Use Department Santa Fe, NM 87504 jibiletnikoff@santafenm.gov (505) 699-4217	**To the Contractor:** Goebel Partners Matt Goebel Director 173 Marion St. Denver, Colorado 80218 matt@goebelpartners.com (303)638-2602

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.

6. 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 Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

CONTRACTOR:
GOEBEL PARTNERS LLC

Matt Goebel
_____
MATT GOEBEL, DIRECTOR

DATE: Feb 17, 2026

NMBTIN: _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

Approved to form and legal sufficiency by:

Frank E Ruybalid
_____
FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

EXHIBIT B

[CLARION LETTERHEAD]

August 21, 2025

Mr. Travis Dutton-Leyda, City of Santa Fe, Finance Department
Marcos Martinez, Esq., City of Santa Fe, City Attorney's Office
200 Lincoln Ave.
Santa Fe, NM 87504-0909

Re: Assignment of Santa Fe Professional Services Agreement 22-0521

Dear Mr. Dutton-Leyda and Mr. Martinez:

Santa Fe Professional Services Agreement 22-0521 (the "PSA") was executed between Clarion Associates LLC and the City of Santa Fe on October 30, 2022, in fulfillment of RFP #22/22/P "*Land Development Code Diagnostic Review.*" Phase 1 of this PSA is complete and its project manager, Matt Goebel, has recently left his role as director at Clarion Associates to start a new consulting practice. Clarion Associates, acting through my authority as a director, requests the City's permission to assign and transfer the remainder of any interest in and complete responsibility for the PSA, including responsibility for addressing any future issues arising from Phase 1 and all liability for any past or future phase, effective on the City's payment of outstanding Clarion invoice #10179, to Goebel Partners LLC, R. Matthew Goebel, owner. Phases 2 and 3 will be accomplished by Goebel Partners LLC.

Santa Fe Land Use Director, Heather Lamboy, AICP, has agreed to this assignment to Goebel Partners for the duration of the project and will continue to operate under the terms of the Contract through project completion. Goebel Partners LLC can be reached at:

R. Matt Goebel
Goebel Partners LLC
303.638.2602
Denver, CO 80218
matt@goebelpartners.com

Please let us know if this request is sufficient for the assignment and if there are any outstanding tasks for its execution that we may provide.

Thank you,

Elizabeth Garvin, AICP, Esq.

Clarion Associates LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2025

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

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

PRODUCER	CONTACT NAME: Dan Butt	
Reliant Assurance Brokers 3209 W Smith Valley Road Suite 123 Greenwood IN 46142	PHONE (A/C, No, Ext): (800) 283-4225	FAX (A/C, No): (317) 231-2345
	E-MAIL ADDRESS: Dan.Butt@reliantinsgrp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Goebel Partners LLC 173 N Marion St Denver CO 80218-3925	INSURER A : Ohio Security Insurance Co	24082
	INSURER B : Hartford Fire and Its P&C Affiliate	00914
	INSURER C : Hartford Insurance Group	4321
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2551300724 **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:			BZS69143829	04/23/2025	04/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BZS69143829	04/23/2025	04/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
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		57WECBS2WJZ	04/23/2025	04/23/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			57OH0765342	04/23/2025	04/23/2026	Professional Liability Aggregate Limit	$1,000,000 $2,000,000

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

Those usual to the Insured's Operations.
If required by written contract, City of Santa Fe is included as Additional Insured for ongoing operations under General Liability.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

SANTA FE, NEW MEXICO

LAND DEVELOPMENT CODE UPDATE, PHASE 2

SCOPE OF WORK – January 9, 2026

PHASE 1: LDC Foundations / Adoption
PHASE 2: Promoting Key Standards
PHASE 3: General Plan Implementation

PURPOSE

The Santa Fe Land Development Code (LDC) Update is a comprehensive rewrite of the existing code that was initiated in 2023 and is being undertaken in three phases. The first phase focused on edits and adjustments to the current regulations to create a solid foundation for building a new code that will ultimately support implementation of the community's new General Plan (development underway concurrently, described in Task 2). Phase 1 includes changes aimed at improving the accessibility and ease of understanding the regulations, simplification of administration, and emphasis on internal consistency and use of clear, straightforward language. Phase 1 is nearing adoption, anticipated in late fall of 2025.

The City worked with Clarion Associates, LLC, to complete Phase 1. Beginning with Phase 2, the City will work with Goebel Partners, LLC (the "Consultant").

The second phase will build on the new foundation established in Phase 2 with a greater focus on more substantial policy-related changes. This may involve, for example, updates to development standards such as parking or architectural design standards, and simplification of the code's procedures and standards for development approvals.

Phase 3 of the project is anticipated after adoption of the City of Santa Fe's updated General Plan. The focus of this phase will be to incorporate any further changes necessary to ensure the Land Development Code is well aligned to implementing the community's vision, goals, and objectives for land use and growth as identified in the Plan. This phase will focus on revisions to Santa Fe's zoning districts to ensure conformity with the Future Land Use Map classifications established in the new General Plan.

Phase 1: LDC Foundations / Adoption

Phase 1 is substantially complete. However, some remaining Phase 1 tasks may involve minor technical edits to the Phase 1 LDC Draft. The consulting team is also providing support at meetings and public hearing in support of the adoption of the Phase 1 draft. The scope of work is described in Task 1 of the Phase 2 scope below.

Phase 2: Promoting Key Standards

Phase 2 of the Santa Fe LDC Update will focus on coordination with the concurrent ongoing project to update Santa Fe's General Plan, also known as Santa Fe Forward, and substantive content changes to the LDC regulations and procedures that focus on implementing key community standards and land development policies. This phase may also involve additional organizational edits as needed to better incorporate content revisions for continued user-friendliness. The scope of work for this phase is described in Tasks 2-6 of the Phase 2 scope below.

Phase 3: General Plan Implementation

Phase 3 edits will be designed to further fine-tune the LDC to implement the Land Use chapter of the updated Santa Fe General Plan following completion of that plan. Phase 3 budget, scope of work, and timing are not included in this document.

TASK 1: Revised LDC Adoption (Phase 1)

Activity 1.1: Finalize Edits from Departmental Reviews

The complete Phase 1 draft was distributed to staff for final review and edits. Planning, public works, attorney's office and others conducted reviews of the draft and provided feedback. Goebel Partners incorporated all necessary changes and provided the Adoption Draft for introduction to land use boards and standing committees.

Activity 1.2: Present Draft at Introductory and Committee Meetings

The Adoption Draft has been introduced to land use boards and standing committees for review and endorsement. The Consultant will attend up to four virtual meetings to discuss the draft, explain the changes, and describe the reasoning behind the limited number of substantial changes that are proposed in this phase. Additional meetings may be conducted on a time-and-expenses basis.

Activity 1.3: Present Draft to Governing Body for Adoption

At the conclusion of introductory meetings, the Adoption Draft has been scheduled for a public hearing before the Governing Body. The Consultant will attend this hearing to present and explain the changes, and describe the reasoning behind any substantial changes that are proposed in this phase.

Task 1 Action Items		
Activities	**Consultant Responsibilities**	**City Responsibilities**
	• Incorporate final edits received from staff reviews • Attend virtual meetings to introduce draft and receive feedback • Develop presentation materials for introductory meetings and public hearing • Attend public hearing to present draft to Governing Body • Incorporate Governing Body changes into adopted LDC draft	• Final approval of suggested staff edits to be included in document • Manage schedule for introductory meetings and adoption hearing
Trips	• One trip for one Consultant staff to attend Adoption Hearing	

TASK 2: Ongoing General Plan Coordination (Phase 2)

Activity 2.1: Attend Regularly Scheduled Meetings with Plan Teams

As General Plan update efforts continue, the Consultant will attend periodic meetings with the General Plan team to ensure coordination and alignment between the two projects.

Activity 2.2: Participate in Supplemental Meetings, Workshops, and Other Efforts to Support Plan Implementation

The Consultant will participate as necessary in community meetings about the General Plan vision, goals, and objectives, to understand what code changes may be needed to support implementation of the community's

agreed vision for Santa Fe's future growth. A general budget line item is included for this support, and additional support beyond this budget may be conducted on a time-and-expenses basis.

Task 2 Action Items		
Activities	**Consultant Responsibilities**	**City Responsibilities**
	• Attend regular check-in meetings with General Plan team to hear about progress of the project, and provide updates from the code component • Participation in select General Plan-related public engagements	• Schedule coordination • Identification of public meetings and workshops that warrant Consultant participation
Trips	• Two trips for two Consultant staff to attend Plan engagement events	

TASK 3: Issues Assessment Update (Phase 2)

Activity 3.1: Review/Compile Unincorporated Comments from Phase 1

During Phase 1, community members, staff, committee members, and land use board members identified numerous substantive issues with the code that were beyond the scope of Phase 1 changes. The Consultant has collected all unresolved comments and feedback and will conduct an analysis of those outstanding issues to identify themes and trends for changes that should be included in Phase 2. This analysis will be submitted in an Assessment report which will be similar in tone and format to the Phase 1 Assessment report but is expected to be a shorter document.

Activity 3.2: Assessment Report – Staff Review Draft

The Consultant will prepare a staff review draft of a Phase 2 LDC Assessment report that will establish areas of emphasis and priorities for the substantial changes that form the basis of the code rewrite.

Activity 3.3: Assessment Report – Public Review Draft

Following a round of review by Santa Fe staff, the LDC Consultant will update the Assessment report, creating a draft that will be made available for review by committees and the public.

Activity 3.4: Meetings to Present/Discuss Assessment Report

On one trip, the Consultant will participate in meetings with committee members, land use boards, and the public to discuss the Assessment report, including the areas of emphasis and priorities for the substantial changes that will be included in the code rewrite. Additional meetings may be conducted on a time-and-expenses basis.

Task 3 Action Items		
Activities	**Consultant Responsibilities**	**City Responsibilities**
	• Compile and review unresolved comments from Phase 1 that related to Phase 2 substantive changes • Prepare staff review draft of Phase 2 LDC Assessment report • Revise Phase 2 LDC Assessment report based on one round of staff edits and comments • Prepare public review draft of Phase 2 LDC Assessment report	• Review the staff review draft of Phase 2 LDC Assessment report and prepare consolidated staff comments • Schedule meetings with stakeholders for presentation of the public draft of Phase 2 LDC Assessment report • Distribute and post public draft of Phase 2 LDC Assessment report • Review meeting materials • Attend meetings

	• Prepare materials for presenting updated Phase 2 LDC Assessment report at virtual meetings • Attend meetings and present updated Phase 2 LDC Assessment report • Collect comments and feedback from meetings • Make any final adjustments to Phase 2 LDC Assessment report	• Review feedback and comments from meetings to determine final changes to Phase 2 LDC Assessment report
Trips	One trip for two Consultant staff to attend meetings	

TASK 4: LDC Drafting (First Part)

Given the size of the task of drafting the new regulations and its potential duration, we propose to split the drafting into two parts. This can allow priority issues identified by staff that require more immediate resolution to go forward without being delayed by less pressing concerns. It can also bring forward simple, non-controversial changes in a timely fashion.

Activity 4.1: LDC Staff Review Draft – First Part

Once the priorities and content for first-part drafting have been identified in the Phase 2 LDC Assessment report, the Consultant will prepare a staff review draft of the material.

Activity 4.2: LDC Public Review Draft – First Part

Following a round of review by Santa Fe staff, the Consultant will update the LDC to create a draft that will be made available for review by committee that s, land use boards, and the public.

Activity 4.3: Meetings to Present/Discuss LDC Second Part Draft

On one trip, the Consultant will participate in meetings with committee members, land use boards, and the public to discuss the first part of the LDC draft, explaining the identification of priority topics included in the draft, and all substantial changes to the content that are included in this draft. Additional trips/meetings can be conducted on a time-and-expenses basis.

(NOTE: While some first-part drafting products may be considered for early adoption, any adoption preparation and time will be handled by staff; this scope does not anticipate Consultant support for guiding such materials through the adoption process, instead assuming that consultant time will immediately turn to the second part of the drafting.)

Task 4 Action Items		
Activities	**Consultant Responsibilities**	**City Responsibilities**
	• Prepare staff review draft of the first part of content for the LDC • Revise LDC draft based on one round of staff edits and comments • Prepare public review draft of the first part of LDC • Prepare materials for presenting public review draft of the first part of LDC • Attend meetings and present updated LDC • Collect comments and feedback from meetings • Make any final adjustments to draft of the first part of LDC	• Review staff draft of first part of LDC and prepare consolidated staff comments • Schedule meetings with stakeholders for the presentation of public draft of first part of LDC • Review meeting materials • Attend meetings

Trips	• One trip for two Consultant staff to attend meetings

TASK 5: LDC Drafting (Second Part)

The second part of the LDC will include the remainder of the content that was not part of the first part and, given the extent of progress in the General Plan update project, may be able to

Activity 5.1: LDC Staff Review Draft – Second Part

The Consultant will prepare a staff review draft of the second-part LDC material.

Activity 5.2: LDC Public Review Draft – Second Part

Following a round of review by Santa Fe staff, the Consultant will update the LDC to create a draft that will be made available for review by committees, land use boards, and the public.

Activity 5.3: Meetings to Present/Discuss LDC Second Part Draft

On one trip, the Consultant will participate in meetings with committee members, land use boards, and the public to discuss the second part of the LDC draft, explaining changes to the content that is included in this draft, and adjustments to regulations that have been made (if any) to support general plan policies, goals, and objectives. Additional trips/meetings can be conducted on a time-and-expenses basis.

Task 5 Action Items		
Activities	**Consultant Responsibilities**	**City Responsibilities**
	• Prepare staff review draft of the second part of content for the LDC • Revise LDC draft based on one round of staff edits and comments • Prepare public review draft of the second part of LDC • Prepare materials for presenting public review draft of the second part of LDC • Attend meetings and present LDC draft • Collect comments and feedback from meetings • Make any final adjustments to draft of the second part of LDC	• Review staff draft of second part of LDC and prepare consolidated staff comments • Schedule meetings with stakeholders for presentation of public draft of second part of LDC • Review meeting materials • Attend meetings
Trips	• One trip for two Consultant staff to attend meetings	

TASK 6: Updated LDC Adoption

Activity 6.1 Consolidated Adoption Draft - Staff Review Version

The Consultant will consolidate the two sections of LDC content to create a full Adoption Draft for staff review.

Activity 6.2 Consolidated Adoption Draft – Public Review Version

Based on one round of written comments from staff on the Consolidated Adoption Draft, the Consultant will make edits and adjustments to create a full Adoption Draft for distribution and public review. There will be a disposition report tracking the locations of significant changes.

Activity 6.3 Present Consolidated Adoption Draft at Introductory and Committee Meetings

The Adoption Draft will be introduced to land use boards and standing committees for review and recommendation. The Consultant will attend meetings to discuss the draft, explain the changes, and describe the reasoning behind the substantial changes that have been incorporated into the draft.

Activity 6.4: Present Consolidated Adoption Draft to Governing Body for Adoption

At the conclusion of introductory meetings, the Adoption Draft will be scheduled for a public hearing before the Governing Body. The Consultant will attend this hearing to present and explain the substantial changes that have been incorporated into the draft.

Task 6 Action Items		
Activities	**Consultant Responsibilities**	**City Responsibilities**
	• Consolidated Adoption Draft – Staff Review Version • Consolidated Adoption Draft – Public Review Version (with Disposition Report) • Attend and assist with facilitation of Adoption Draft presentations	• Review, consolidate, and submit one round of written comments on Adoption Draft • Schedule and lead Adoption Draft presentations
Trips	• Two one-day trips for two people	

Cost Proposal

The baseline cost to complete this Phase 2 Scope of Work (Nov. 21 draft) is: $519,657.00. This includes a five percent continency budget to cover additional tasks as may be assigned. A separate breakdown of costs for the Targeted Code Updates is provided on the following page.

Santa Fe, New Mexico LDC Update: Phase 2 - Nov 21 draft					
Task					Total
Team Member	PM	Sr Assoc	Assoc	Graphics	
Billable Rate $/Hour	$300	$150	$95	$100	
Task 1: Phase 1 Adoption					
1.1 Finalize edits from departmental review	50	0	20	15	85
1.2 Attend introductory/committee meetings to present draft	10	0	0	0	10
1.3 Present draft at Governing Body Adoption Hearing	20	0	0	0	20
Task 1: Total Hours	*80*	*0*	*20*	*15*	*115*
Task 1: Total Labor	*$24,000*	*$0*	*$1,900*	*$1,500*	*$27,400*
Person trips	1	0	0	0	*1*
Task 1: Total Travel	$1,100	$0	$0	$0	*$1,100*
Task 1: TOTAL	$25,100	$0	$1,900	$1,500	*$28,500*
Task 2: Ongoing General Plan Coordination					
2.1 Attend regularly scheduled plan team progress meetings	20	20	0	0	40
2.2 Supplemental meetings, workshops, etc to support plan implementation and coordination	95	100	0	0	195
Task 2: Total Hours	*115*	*120*	*0*	*0*	*235*
Task 2: Total Labor	*$34,500*	*$18,000*	*$0*	*$0*	*$52,500*
Person trips	2	2	0	0	*4*
Task 2: Total Travel	$2,200	$2,200	$0	$0	*$4,400*
Task 2: TOTAL	*$36,700*	*$20,200*	$0	$0	*$56,900*
Task 3: Phase 2 Issues Assessment Update					
3.1 Review/compile unincorporated comments from Phase 1	8	20	60	0	88
3.2 Phase 2 LDC Assessment - staff draft	40	60	0	0	100
3.3 Phase 2 Assessment - public draft	10	40	0	0	50
3.4 Meetings to present/discuss Phase 2 Assessment (virtual)	20	20	0	0	40
Project Management/Coordination Meetings w/Staff	0	0	0	0	0
Phase 3: Total Hours	*78*	*140*	*60*	*0*	*278*
Phase 3: Total Labor	*$23,400*	*$21,000*	*$5,700*	*$0*	*$50,100*
Person trips	1	1	0	0	*2*
Phase 3: Total Travel	$1,100	$1,100	$0	$0	*$2,200*
Phase 3:TOTAL	*$24,500*	*$22,100*	*$5,700*	*$0*	*$52,300*
Task 4: LDC Drafting - First Half					
4.1 LDC drafting, first half - staff draft	50	100	60	20	230
4.2 LDC drafting, first half - public draft	30	60	20	5	
4.3 Meetings to present/discuss first half	40	40	0	0	
Project Management/Coordination Meetings w/Staff	40	40	0	0	80
Phase 4: Total Hours	*160*	*240*	*80*	*25*	505
Phase 4: Total Labor	*$48,000*	*$36,000*	*$7,600*	*$2,500*	*$94,100*
Person trips	1	1	0	0	*2*
Phase 4: Total Travel	$1,100	$1,100	$0	$0	*$2,200*
Phase 4: Total	*$49,100*	*$37,100*	*$7,600*	*$2,500*	*$96,300*
Task 5: LDC Drafting - Second Half					
5.1 LDC drafting, second half - staff draft	60	120	60	20	260
5.2 LDC drafting, second half - public draft	40	60	20	5	
5.3 Meetings to present/discuss second half	40	40	0	0	
Project Management/Coordination Meetings w/Staff	40	40	0	0	80
Phase 5: Total Hours	*180*	*260*	*80*	*25*	545
Phase 5: Total Labor	*$54,000*	*$39,000*	*$7,600*	*$2,500*	*$103,100*
Phase 5: Printing					*$0*
Person trips	1	1	0	0	*2*
Phase 5: Total Travel	$1,100	$1,100	$0	$0	*$2,200*
Phase 5: Total	*$55,100*	*$40,100*	*$7,600*	*$2,500*	*$105,300*
Task 6: Phase 2 Updated LDC Adoption					
6.1 Consolidated - Staff Review Version	40	80	60	20	200
6.2 Consolidated draft Phase 2 Updated LDC - public draft	40	40	40	10	130
6.3 Meetings to present/discuss consolidated draft (2 rounds)	60	60	0	0	120
5.4 Revised final draft of Phase 2 Updated LDC	20	40	20	10	90
Project Management/Coordination meetings w/staff	40	40	0	0	80
Phase 6: Total Hours	*200*	*260*	*120*	*40*	620
Phase 6: Total Labor	*$60,000*	*$39,000*	*$11,400*	*$4,000*	*$114,400*
Phase 6: Printing					*$0*
Person trips	2	2			*4*
Phase 6: Total Travel	$2,200	$2,200	$0	$0	*$4,400*
Phase 6: Total	*$62,200*	*$41,200*	*$11,400*	*$4,000*	*$118,800*
Project Total Hours	813	1020	360	105	*2298*
Project Total Labor	$243,900	$153,000	$34,200	$10,500	*441600*
Project Total Person Trips	8	7	0	0	*15*
Total Travel Expenses	$8,800	$7,700	$0	$0	*16500*
Project Total Printing					*0*
Total Fees: Labor and Expenses	$252,700	$160,700	$34,200	$10,500	*$458,100*
GRT (8.4375%)					*$38,652*
Five percent contingency					*$22,905*
TOTAL					*$519,657*

[CLARION LETTERHEAD]

August 21, 2025

Mr. Travis Dutton-Leyda, City of Santa Fe, Finance Department
Marcos Martinez, Esq., City of Santa Fe, City Attorney's Office
200 Lincoln Ave.
Santa Fe, NM 87504-0909

Re: Assignment of Santa Fe Professional Services Agreement 22-0521

Dear Mr. Dutton-Leyda and Mr. Martinez:

Santa Fe Professional Services Agreement 22-0521 (the "PSA") was executed between Clarion Associates LLC and the City of Santa Fe on October 30, 2022, in fulfillment of RFP #22/22/P "*Land Development Code Diagnostic Review.*" Phase 1 of this PSA is complete and its project manager, Matt Goebel, has recently left his role as director at Clarion Associates to start a new consulting practice. Clarion Associates, acting through my authority as a director, requests the City's permission to assign and transfer the remainder of any interest in and complete responsibility for the PSA, including responsibility for addressing any future issues arising from Phase 1 and all liability for any past or future phase, effective on the City's payment of outstanding Clarion invoice #10179, to Goebel Partners LLC, R. Matthew Goebel, owner. Phases 2 and 3 will be accomplished by Goebel Partners LLC.

Santa Fe Land Use Director, Heather Lamboy, AICP, has agreed to this assignment to Goebel Partners LLC for the duration of the project and will continue to operate under the terms of the Contract through project completion. Goebel Partners LLC can be reached at:

R. Matt Goebel
Goebel Partners LLC
303.638.2602
Denver, CO 80218
matt@goebelpartners.com

Please let us know if this request is sufficient for the assignment and if there are any outstanding tasks for its execution that we may provide.

Thank you,

Elizabeth Garvin, AICP, Esq.

Clarion Associates LLC

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Clarion Associates LLC

Procurement Title: Professional Service Agreement

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 Land Use Staff Name Amanda Encinias

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:

Amanda Encinias — Administrative Manager — 10-17-22

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

JoAnn Lovato (Oct 21, 2022 11:43 MDT) — Contracts Supervisor — Oct 21, 2022

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

ITT Representative (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe, New Mexico

memo

DATE: October 17, 2022

TO: John Blair, Santa Fe City Manager

VIA: Jason M. Kluck, Planning and Land Use Department Director jmk
Heather L. Lamboy, AICP, Assistant Land Use Director HLL

FROM: Daniel Alvarado, Planner Senior

SUBJECT: Professional Services Agreement for RFP #22/22/P, Land Development Code Diagnostic Review

---

The City of Santa Fe Planning and Land Use Department respectfully submit for your approval a Professional Services Agreement (Contract) between the City of Santa Fe, New Mexico, (City) and CLARION ASSOCIATES, (Contractor) for RFP #22/22/P, Land Development Code Diagnostic Review. The Contractor will provide the services described in Section 1 of the Contract: Scope of Work, and further described in the Contractor's Technical and Cost Proposals, which are attached to the contract as "Exhibit A."

The Contract identifies three phases that will be undertaken by the Contractor as part of the Land Development Code Diagnostic Review. The phases are broken down accordingly:

- Phase 1A: Diagnostic Review
- Phase 1B: Code Housekeeping and Technical Corrections
- Phase 2: Promoting Key Standards
- Phase 3: General Plan Implementation

Currently, only Phase 1A and 1B are funded, while phases 2 and 3 will be undertaken "as funds become available" as stated in the Contract Scope of Work.

The Contractor's proposed budget for Phase 1A and 1B total $195,715.00. Budget for this is available in Org 1004501 and Object Code 510300

The Contractor's anticipated budget for Phase 2 is $300,000 - $350,000, while their anticipated budget for Phase 3 is $120,000 - $150,000. Upon the completion of Phase 1 and the funding of Phases 2 and 3, these budgets will be finalized and the Contract will be amended to reflect the new total budget of the project.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203599

Contractor: Clarion Associates

Description: Land Development Code Diagnostic Review

Contract [X] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: TBD Term End Date: 12-31-26

[ ] Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Oct 21, 2022 11:43 MDT)
Purchasing Officer Review: Date: Oct 21, 2022

Comment & Exceptions: Procured via RFP

4. **Funding Source:** Land Use-General Fund **Org / Object:** 1004501.510300

Andy Hopkins
Andy Hopkins (Oct 21, 2022 10:40 MDT)
Budget Officer Approval: Date: Oct 21, 2022

Comment & Exceptions: _____

Staff Contact who completed this form: Amanda Encinias Phone # 955-6122

Email: ajencinias@santafenm.gov

To be recorded by City Clerk:
Clerk # _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

Item# 22-0521
Munis Contract# 3203599

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and CLARION ASSOCIATES, 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, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as Land Use Consultants, rendering services related to Land Development Code Diagnostic Review for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [December 31, 2026], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work**.

The Contractor shall provide the following services, further described as deliverables in Phase 1 (Tasks 1-5) as described in Exhibit "A" attached hereto, to the City as represented in their proposal to the City in response to RFP #22/22/P

A. Phase 1A of the project, the Diagnostic Review, will include a comprehensive analysis of the current Land Development Code. This phase will include general code analysis by the consultant team as well as a substantial public involvement component. This phase will identify opportunities for both "housekeeping" (i.e., non-substantive) and technical improvements to the code, as well as more substantial improvements.

B. Phase 1B, Code Housekeeping and Technical Corrections, will revise the existing LDC to address the housekeeping/technical issues identified in Phase 1A. These are expected to focus primarily on document organization, format, and writing style. As noted in the RFP, this work will include:

1) Identification of inconsistencies, circular or unclear references, conflicts, and areas needing simplification, clarification, coordination and/or explanation.

2) Identification and classification of missing and/or needed improvements and modifications to conditions, best practices and interpretations needed for streamlining and standardization.

C. Phase 2 Promoting Key Standards will include substantive updates to regulations and procedures in the Land Development Code that implement key community standards and land development policies. Phase 2 will be undertaken as funds become available.

D. Phase 3, General Plan Implementation, will be conducted in conjunction with the General Plan Update to implement goals and objectives identified in the General Plan. Phase 3 will be undertaken as funds become available.

Phases 1A and 1B are intended to result in no (or minimal) substantive changes to existing requirements, standards, or procedures; however, the Diagnostic Review report will identify potential substantive changes that can be addressed in future Phases 2 and 3 of the project.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Upon completion of Phase 1 (Exhibit B), the total amount payable to the Contractor under this agreement, inclusive of gross receipts tax and expenses, shall not exceed one hundred ninety-five thousand, seven hundred fifteen dollars ($195,715.00). 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 to not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by

the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2026, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the

City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to

the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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.

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq.

NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City: Jason Kluck, 200 Lincoln Ave. SF, NM 87501 jmkluck@santafenm.gov

To the Contractor: Matt Goebel, 1600 Stout St. Suite 1700, Denver, CO 80202 mgoebel@clarionassociates.com

27. Authority.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

John Blair
John Blair (Oct 30, 2022 21:55 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Oct 30, 2022

CONTRACTOR:
CLARION ASSOCIATES

NAME

Director
TITLE

DATE: 10-18-22
CRS# 02-37626I-00-6

Registration # 23201

ATTEST:

Geralyn Cardenas (Oct 31, 2022 11:58 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 17, 2022 09:04 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

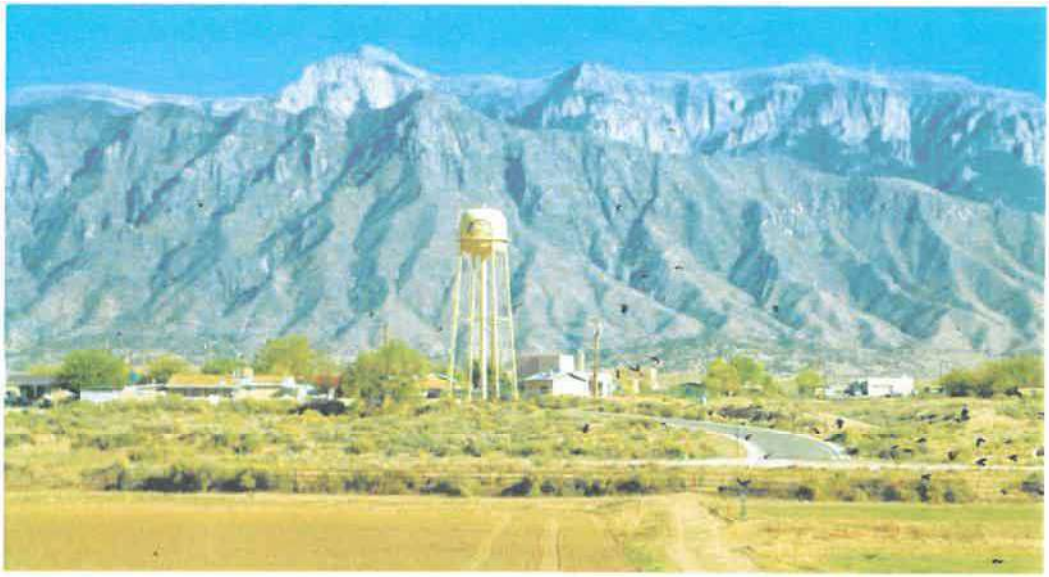
Emily K. Oster
Emily K. Oster (Oct 29, 2022 09:44 MDT)

EMILY OSTER, FINANCE DIRECTOR
Land Use 1004501.510300 AH
Org. Name/Org#.

Response prepared by:

CLARION









RFP #22/22/P - Technical Specifications

Land Development Code Diagnostic Review

Santa Fe, New Mexico

This page purposely left blank.

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Zoning and Land Use Planning Consultant, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Zoning and Land Use Planning Consultant and known key personnel needs to describe the conflict.

The Zoning and Land Use Planning Consultant agrees that, if after award, an organizational conflict of interest is discovered, the Zoning and Land Use Planning Consultant makes an immediate and full written disclosure to the City that includes a description of the action that the Zoning and Land Use Planning Consultant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Zoning and Land Use Planning Consultant was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Matt Goebel, AICP certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Land Development Code Diagnostic Review Contract. For the duration of this firm's involvement in the Land Development Code Diagnostic Review contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Land Development Code Diagnostic Review contract.

I certify that this firm will keep all Land Development Code Diagnostic Review g contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a

confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Land Development Code Diagnostic Review contract. I understand that if this firm leaves this Land Development Code Diagnostic Review contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Land Development Code Diagnostic Review contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Land Development Code Diagnostic Review contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:
Clarion Associates

Authorized Representative/Title:
Matt Goebel, AICP, Director

Phone Number:
303-830-2890 ext. 29

Fax Number:
303-860-1809

E-mail Address:
mgoebel@clarionassociates.com

Signature: 

Date:
March 8, 2022

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the Director (insert title) and the duly authorized representative of Clarion Associates, LLC (insert organization's name) whose address is 1600 Stout Street, Suite 1700, Denver, CO 80202. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name Matt Goebel, AICP

Title Director

Date March 8, 2022

This page purposely left blank.



CLARION

1600 Stout Street, Ste 1700
Denver, CO. 80202
303.830.2890
www.clarionassociates.com

CONTENTS

PROPOSAL SUMMARY 1

1. ORGANIZATIONAL EXPERIENCE 2
   - Firm Profile 2
   - Key Personnel 3
   - Team Resumes 4
   - Organizational References 10
   - Response to Contract Terms and Conditions 10

2. MANDATORY SPECIFICATION 11
   - Scope of Work 11
   - Phase 1: LDC Foundations Scope of Work 11
   - Phase 2: Promoting Key Standards 18
   - Phase 3: General Plan Implementation 22
   - Project Timeline 23

3. DESIRABLE SPECIFICATIONS 24
   - Proven Track Record 24
   - Project Qualifications 26

Photo Credit:

Santa Fe area photos provided by Pixabay and Unsplash Creative Commons contributors. Photographers: Maddy Baker, Nate Bell, Jackalope West, Sidney Pierce, Edouardo Frezet, Miguel Urieta.

CLARION

1600 Stout Street, Suite 1700
Denver, CO. 80202
303.830.2890
www.clarionassociates.com

March 8, 2022

The City of Santa Fe
Planning and Land Use Department
Jason Kluck, Procurement Manager
E-submission to purchasing@santafenm.gov

Re: Land Development Code Diagnostic Review

Dear Mr. Kluck and members of the Evaluation Committee:

On behalf of Clarion Associates, I am pleased to submit this proposal to assist the City of Santa Fe with preparation of the Land Development Code Diagnostic Review. We very much enjoyed working with the City on prior projects, including the current zoning ordinance, and would be pleased and excited to have the opportunity to work with the City once again on this important update.

Clarion Associates is a nationally recognized land-use consulting firm with extensive experience in preparing land development regulations for jurisdictions of all sizes and types across the country. In addition to working with the City of Santa Fe on both the current version of the land development code (2001) and the revisions to the historic regulations (2004), Clarion has worked on many similar code update projects, including decades-later revisions of our earlier work, throughout the country. We believe that our familiarity with and knowledge of Santa Fe, kept up to date through frequent visits by all of our team members, provides a unique advantage in undertaking the proposed LDC Diagnostic Review. And, while the experiences we have acquired through preparing other Southwestern, New Mexico, and Colorado code updates will bring an important baseline level of knowledge to the project, we are also well aware that Santa Fe's uniqueness as historic/cultural/tourist/melting pot/thriving-and-growing regional city requires us to take what we know and apply it with an artist's touch.

We have, indeed, learned much as a firm and as professionals since the first Land Development Code adoption in 2001. We would be honored to have the opportunity to work with Santa Fe staff, officials, and stakeholders to apply new lessons learned and best practices, and to make substantial improvements to an already-strong ordinance. In particular, we look forward to working collaboratively with City staff and community to make the LDC more responsive to today's issues and users, as well as to helping create clear and enforceable regulations that will promote key planning standards and allow the City to integrate the growth management initiative as the project moves forward.

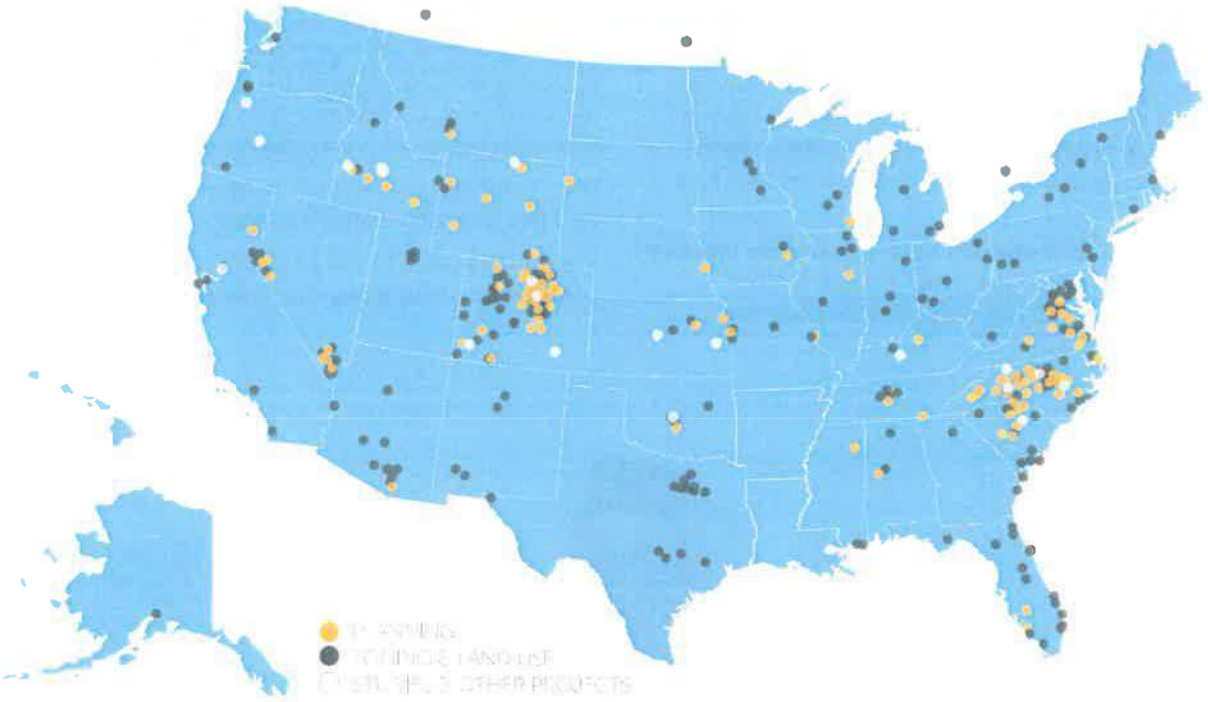
Our proposed approach for preparing the LDC Diagnostic Review is described in this proposal. We would be happy to discuss any refinements or alternative approaches with the City, as well as to prepare a more detailed scope and budget. Please do not hesitate to contact us if you have questions or comments, or if you need additional information.

We look forward to working with you.

Sincerely,

Matt Goebel, AICP
Director
mgoebel@clarionassociates.com
(303) 830-2890 ext. 29

1. ORGANIZATIONAL EXPERIENCE



FIRM PROFILE

Clarion Associates is a nationally recognized land-use and zoning consulting firm founded in 1992 with offices in Denver, Colorado, and Chapel Hill, North Carolina. The City of Santa Fe Land Development Code rewrite project will be managed by our Denver office. The firm includes professionals with a variety of multidisciplinary backgrounds including planners, architects, landscape architects, and attorneys. No firm in the country matches the combination of land use and zoning, urban design, community development, and planning experience of Clarion's firm principals and staff. Clarion is recognized for its expertise in:

- Streamlined, efficient code assessments and updates;
- Land use and planning law;
- Innovative development codes that draw on best practices from a variety of organizing approaches including hybrid, traditional, form-based, and unified development codes;
- Codes that foster and remove obstacles to environmental stewardship and housing diversity;
- Codes that encourage multi-modal transportation networks;
- Codes that preserve community character;
- Creative policies and development standards that promote mixed-use, infill, and redevelopment;
- Sustainable development codes;
- Comprehensive plan implementation strategies; and
- Community, regional, and neighborhood planning.

CLARION FACTS & FIGURES

30
YEARS OF EFFECTIVE LAND USE SOLUTIONS

21
STAFF TO MEET THE NEEDS OF OUR CLIENT COMMUNITIES

233
ADOPTED DEVELOPMENT CODES

600+
DIVERSE COMMUNITIES

KEY PERSONNEL

Clarion takes a "hands on" approach with all of its projects. Our ability to do this is supported by our emphasis on maintaining a relatively small, but highly skilled and efficient staff. We establish strong working relationships with our clients that extend from the first set of meetings through adoption. We have a proven track record of working with staff in other communities and organizations on projects of this nature.

Many of our staff members have experience working on both plans and codes. This "cross-training" enables allows us to not only provide effective plan and policy direction, but to also build in recommendations regarding future code updates that may be needed to implement the plan. We are often hired to implement those recommendations following the adoption of the plan—either through targeted code amendments as an extension of the plan process or as a standalone code rewrite.

Matt Goebel, AICP, will serve as principal in charge and the overall project manager for the Clarion team.

The full resumes for all key team members for this project are included on the following pages.



MATT GOEBEL, AICP
DIRECTOR, PROJECT MANAGER



ELIZABETH GARVIN, AICP
OF COUNSEL



DON ELLIOT, FAICP
CONSULTING DIRECTOR



JENNY BAKER, AICP
PROJECT PLANNER



GABBY HART, AICP
PROJECT PLANNER



HOLLY WHITE
GRAPHICS



CLARION

Matt Goebel, AICP

DIRECTOR

Matthew Goebel is a planner and attorney in the Denver office of Clarion Associates, and a Director of the firm. He works principally in the areas of planning, zoning, and historic preservation. His numerous projects have included award-winning codes, plans, and special studies for dozens of large and small jurisdictions around the country.

EDUCATION

Juris Doctor and
Master of Regional Planning
University of North Carolina, Chapel Hill

Bachelor of Arts (Plan II Honors)
University of Texas at Austin

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners

Denver, Colorado, and American Bar Associations Member

EXPERIENCE

Partner and Vice President
Clarion Associates, LLC
2001 – present
Associate, 1997-2000

Research Assistant, 1993-1997
Professor David R. Godschalk

PUBLICATIONS

Rules that Shape Urban Form American Planning Association, PAS 489/490, 2012. (with Donald Elliott and Chad Meadows)

Aesthetics, Community Character, and the Law American Planning Association, Planning Advisory Service 489/490, 2000. (with Christopher J. Duerksen)

Natural Hazard Mitigation: Recasting Disaster Policy and Planning Washington, D.C.: Island Press, 1999. (with David R. Godschalk et al.)

KEY PROJECTS

Land Development Regulations

- **Alaska:** Anchorage
- **Arizona:** Buckeye, Oro Valley, Sedona, Tucson
- **California:** Pasadena, Sacramento County, Tahoe Regional Planning Agency
- **Colorado:** Buena Vista, Carbondale, Eagle County, Englewood, Erie, Fort Collins, Frisco, Garfield County, Glenwood Springs, Lake County, Longmont, Mesa County, Northglenn, Pagosa Springs, San Miguel County
- **Florida:** Tamarac
- **Idaho:** Boise
- **Michigan:** Detroit
- **Nevada:** Henderson, Reno, Sparks, Tahoe Regional Planning Agency
- **New Mexico:** Santa Fe, Silver City
- **New York:** Marcy, Syracuse
- **North Carolina:** Apex, Cary, Charlotte, Morrisville
- **Oklahoma:** Broken Arrow
- **Oregon:** Jackson County
- **South Carolina:** Greenville
- **Texas:** Addison, Arlington, Austin, Cedar Hill, Denton, Irving, Rowlett, San Antonio
- **Wisconsin:** Dodge County

Plans and Other Studies

- **Colorado:** Economic Benefits of Historic Preservation (four editions) (award); Economic Benefits of Archaeology (History Colorado); Planning for Hazards (for Department of Local Affairs) (award); Regulatory Barriers to Affordable Housing (award)
- **Michigan:** Economic Benefits of Historic Preservation
- **North Carolina:** Apex, Cary, and Wake County growth management plans
- **Texas:** McAllen preservation plan
- **Utah:** Salt Lake City preservation plan



CLARION

Elizabeth Garvin, AICP, ESQ

CONSULTING PLANNER

Elizabeth Garvin is a consulting planner with Clarion Associates and she works in the Denver office. Elizabeth is both an attorney and a planner and she has practiced in both disciplines. She has prepared both traditional and FBC/hybrid code update projects for cities, towns, and counties across Colorado and the country; drafted topic-specific code provisions covering issues such as ADUs, sustainability, and signs; served as an expert witness on land use issues; and organized and undertaken numerous code-related public participation processes. Prior to working with Clarion, Elizabeth founded Community ReCode, was the Planning Director for SAFEbuilt Studio, and practiced law with Spencer Fane.

Ms. Garvin is a frequent speaker and author on planning and regulatory topics, including serving as an advisory board member for the Rocky Mountain Land Use Institute as well as RMLUI's legal columnist to the Western Planner. Recently, Elizabeth co-authored the April 2018 APA Zoning Practice article entitled Living with Form-Based Codes and presented on the same topic at the 2018 APA National Conference in New Orleans. She was a co-presenter at the Bettman Symposium on Equity and Zoning at the 2019 APA National Conference.

KEY PROJECTS

- **Town of Eagle, Colorado** Land Use and Development Code Update
- **Bozeman, Montana** Code Audit for Affordable Housing
- **Billings and Yellowstone County, Montana** Zoning Code Updates
- **Cedar Falls, Iowa** Downtown Vision Plan and Zoning Code Update
- **Larimer County, Colorado** Land Use Code update
- **King County, Washington** Department of Permitting and Environmental Review, Best Practices in Code Enforcement
- **Branson, Missouri** Unified Development Code and Sign Code

  2019 Missouri APA Outstanding Implementation Project
- **Mancos, Colorado** Land Use Code Update
- **Cedar Rapids, Iowa** Unified Development Code and User's Guide

  2019 Iowa APA Outstanding Project

EDUCATION

Juris Doctor
University of Kansas

Master of Urban Planning
University of Kansas

Bachelor of Environmental Studies
University of Kansas

LL.M. in Dispute Resolution
University of Missouri

CERTIFICATIONS

Licensed Attorney in Missouri and Kansas

Charrette Certified
National Charette Institute

PUBLICATIONS

Practice Adaptive Reuse, Zoning Practice, American Planning Association
Feb 2022

Legal Challenges to Short-Term Rental Rules: There's a Test for That, The Western Planner, RMLUI Legal Corner
March 2020

Homeless in Public, American Planning Association, Planning Magazine
Feb 2020



CLARION

Don Elliott, Esq., FAICP

DIRECTOR

Don is an urban planner, lawyer, and land use consultant with 36 years of professional experience and a national reputation as project manager, author, innovator, and solver of complex governance challenges.

EDUCATION

Master's in City and Regional Planning
Harvard Kennedy School of Government
Juris Doctor
Harvard Law School
Bachelor's in Urban Planning and Policy
Yale University

WRITINGS AND PUBLICATIONS

A Better Way to Zone, Island Press
Rules that Shape Urban Form, APA
Citizen's Guide to Planning, APA
Arrested Development, Lincoln Institute
Land Use Regulatory System Historical and Cultural Preservation, USAID

AFFILIATIONS

American Planning Association
Past Colorado Chapter President
Past Planning and Law Division Chair
Past Amicus Committee member
Fellow, AICP
American Bar Association
Colorado Bar Association
Denver Bar Association
Past Member of Denver Planning Board

TEACHING

Land Development Regulation
University of Colorado at Denver
College of Architecture and Planning
Sustainable Local Development
Erasmus Mundus Fellow
University of Regensburg, Germany
Corvinus University, Hungary

AWARDS

APA project awards from Colorado, Arizona, New Mexico, and Pennsylvania
Meritorious Service Award
U.S. State Department

KEY PROJECTS

Don has been involved in over 70 projects to reform, update, and streamline local plans and development codes throughout the U.S.

Development Codes

- **Albuquerque, New Mexico,** Unified Development Code
- **Philadelphia, Pennsylvania,** New Zoning Ordinance
- **Indianapolis, Indiana,** Unified Development Ordinance
- **Aurora, Colorado,** Unified Development Ordinance
- **Bloomington, Indiana,** Unified Development Ordinance
- **Hamilton, Ohio,** Form-Based Zoning Regulations
- **Youngstown, Ohio,** Redevelopment Code
- **Albany, New York,** Unified Sustainable Development Ordinance
- **Columbia, Missouri,** Unified Development Ordinance
- **Fairfax County, Virginia,** New Zoning Ordinance
- **Hillsboro, Oregon,** Transit-Oriented Development Regulations
- **Dublin, Ohio,** Bridge Street Form-based Zoning Districts
- **Colorado Springs, Colorado,** Unified Development Code
- **Ulaanbaatar, Mongolia,** Initial Zoning Regulations

Affordable and Fair Housing Studies and Regulations

- **Fort Wayne/Allen County, Indiana,** Fair Housing Zoning Updates
- **State of Nevada,** Fair Housing Regulatory Review
- **State of Idaho,** Fair Housing Regulatory Review
- **State of Oregon,** Fair Housing Review/Analysis of Impediments
- **State of Texas,** Fair Housing Regulatory Assessment
- **Bozeman, Montana,** Affordable Housing Zoning Updates

Other Projects

- **Blaine County, Idaho,** Phase I TDR Feasibility Study
- **Deschutes County, Oregon,** Phase I TDR Feasibility Study
- **Los Angeles County, California,** Wildfire Prevention Zoning Updates
- **Long Beach, California,** Urban Renewal Effectiveness Assessment



CLARION

Jenny Baker, AICP

ASSOCIATE

Jenny is an associate in Clarion's Denver office who believes that zoning can make communities better in many ways, including preserving open space, making housing more affordable, and enabling interesting streetscapes equally shared by many users. These and other community goals are always better accomplished when supported by development regulations that are clear, concise, and comprehensible to everyone. Prior to working in the planning field, Jenny spent 10 years with the American Red Cross and FEMA's Region V, focusing on resiliency planning, and responding to over 50 disasters around the US.

EDUCATION

Master's in Urban Planning
University of Illinois at Chicago

Bachelor of Arts
University of Pennsylvania

AFFILIATIONS

Bicycle & Pedestrian Advisory Board
Vice Chair
Missoula, MT
1 year, 3 months

CERTIFICATIONS

American Institute of Certified Planners

EXPERIENCE

Associate
Clarion Associates
Denver, CO
1 year, 6 months

Planner III
Development Services
Missoula, MT
3 years, 6 months

Research Assistant
Participatory Budgeting Project
Chicago, IL
1 year, 5 months

KEY PROJECTS

Development Codes

- **McKinney, Texas** Development Code Rewrite
- **Clark County, Nevada** Unified Development Code Update
- **Rochester, Minnesota** Land Development Manual Rewrite

Comprehensive Plans

- **Clark County, Nevada** Transform Clark County Master Plan Rewrite
- **Pueblo County, Colorado** Pueblo Regional Comprehensive Plan Update

Other Projects

- **Hawaii County, Hawaii** Land Development Entitlement Review
- **Bozeman, Montana** Affordable Housing Code Revisions
- **Albany, New York** Sign Code Revisions

Reports and Studies

- American Planning Association, Equity in Zoning Policy Guide



CLARION

Gabby Hart, AICP

ASSOCIATE

Gabby is an Associate in Clarion's Denver office. Prior to joining Clarion, Gabby worked in the public sector on a wide variety of projects including long-range plan updates for the City of Centennial, and development application review, development review process improvements, and drafting development code updates for the City of Boulder. Gabby embraces her self-appointed role as the "voice of development review," ensuring high-quality work products that are both innovative and functional to administer. She is passionate about finding the unique solutions that best serve each community and strives to produce equitable outcomes. Gabby enjoys speaking at local and national conferences where she embraces the opportunity to combine her sense of humor with her planning knowledge.

KEY PROJECTS

Development Codes

- **Larimer County, CO** Land Use Code Update
- **Addison, TX** Unified Development Code Update
- **Parker, CO** Land Development Ordinance Modernization
- **Boise, ID** Zoning Code Rewrite
- **Grand Junction, CO** Land Use and Development Code Update

Development Code Amendments

- **Arapahoe County, CO** Land Development Code Updates
- **Berkeley, CA** Residential Objective Standards Code Updates
- **Boulder, CO** Accessory Dwelling Unit Code Update*
- **Boulder, CO** Wireless Communication/ Small Cell Facilities Update*

Comprehensive Plans

- **Shawnee, KS** Achieve Shawnee: Comprehensive Plan Update
- **Centennial, CO** CentennialNext Comprehensive Plan Update*
- **Centennial, CO** Parks and Recreation Master Plan Update*

Reports & Studies

- **Sugar Land, TX** Regional and Neighborhood Activity Center Mixed-Use Redevelopment Implementation

** Work with previous employers*

EDUCATION

Master of Urban and Regional Planning
University of Colorado-Denver

Graduate Certificate in Geographic Information Systems
University of Denver

Bachelor of Science in Sociology
Creighton University

EXPERIENCE

Associate
Clarion Associates, **2 years**

Planner I & Associate Planner
City of Boulder, **2.5 years**

Planning Intern
City of Centennial, **1 year**

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

American Planning Association Colorado

CERTIFICATIONS

American Institute of Certified Planners

SPEECHES

Codifying Vibrant – APA CO 2019
It's Not the Years, It's the Miles – APA CO 2020
An Ode to Planners – APA National 2021
Other Duties as Assigned - APA CO 2021
Women in Planning: Fresh Takes from the First Five Years - APA CO 2022



CLARION

Holly White

GRAPHICS AND MARKETING COORDINATOR

Holly is an Associate in Clarion's Denver office. Bringing her expertise in 3D visualization and Graphic Design skillset to the Clarion team, she works to support a wide range of projects. Her passion for designing illustrative logos, clean infographics, and overall project branding help Clarion to deliver clear and beautifully designed graphics. Holly has a diverse background in Urban, Landscape, and Web Design. Above all, she is enthusiastic about helping cities and towns preserve their character while enhancing public spaces encouraging public engagement.

KEY PROJECTS

Comprehensive Plans

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **Lyons, CO** Lyons Thrive Comprehensive Plan
- **Pueblo County, CO** Pueblo Regional Comprehensive Plan

Development Codes

- **Albany, NY** Unified Sustainable Development Ordinance
- **Colorado Springs, CO** ReTool COS Development Code Graphics
- **Larimer County, CO** Land Development Code
- **Reno, NV** Zoning Code RENOvation
- **Parker, CO** Land Development Ordinance

Document Design

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **History Colorado** Economic Benefits of Archaeology
- **Fort Collins, CO** Air Quality Report – City Plan
- **Syracuse, NY** ReZone Syracuse Administrative Manual

Branding & Websites

- **History Colorado** The Economic Benefits of Archaeology 2021
- **Clark County, NV** Transform Clark County
- **Lyons, CO** Lyons Thrive Comprehensive Plan
- **Pueblo County, CO** Pueblo Regional Comprehensive Plan
- **Black Mountain, NC** Elevate Black Mountain Comprehensive Plan
- **Bozeman, MT** Affordable Housing Code Audit

EDUCATION

B.A. Urban Design
University of Colorado, Boulder

Con't. Ed. Advanced Architectural Graphics **Art Institute of Colorado**

PUBLICATIONS

Change, Here, Now, North Atlantic Publishers 2018, Illustrator

CERTIFICATIONS

Permaculture Design Certificate

EXPERIENCE

Graphics and Marketing, Clarion Associates **2018-present**

Graphic Designer, United Airlines **2016-2018**

Creative Services, The Aquaponic Source **2012-2016**

PROJECT SKILLS

Project Management
Document Design
Web Development
3D Visualization
Graphic Design



ORGANIZATIONAL REFERENCES

Joni Marsh, Assistant City Manager
City of Longmont
303-651-8601
joni.marsh@longmontcolorado.gov

Martin Matsen, Community Development Director (former)
City of Bozeman
mmatsen@gmail.com

Mike Raber, Senior Planner
City of Sedona
928-204-7106
mraber@sedonaaz.gov

Scott McDonald, Deputy Director/Building Official
City of Denton
940-349-8539
scott.mcdonald@cityofdenton.com

Mikaela Renz-Whitmore, Project Manager
City of Albuquerque
505-924-3932
mrenz-whitmore@cabq.gov

Gretchen Ricehill, Senior Planner
City of Glenwood Springs
970.384.6428
gretchen.ricehill@cogs.us

Nicole Cromwell, Zoning Coordinator
City of Billings
406.657.8281
cromwelln@billingsmt.gov

Eric Ensey, Senior Planner
City of Northglenn
303.450.8740
eensey@northglenn.org

RESPONSE TO CONTRACT TERMS AND CONDITIONS

We have no objections to the sample contract terms and conditions, and require no additional terms or conditions.

2. MANDATORY SPECIFICATION

SCOPE OF WORK

- PHASE 1: LDC FOUNDATIONS,
- PHASE 2, PROMOTING KEY STANDARDS; AND
- PHASE 3, GENERAL PLAN IMPLEMENTATION

PURPOSE

The Santa Fe Land Development Code (LDC) Update is a comprehensive rewriting of the existing code that will be undertaken in three phases. The first phase will create the foundation for a new code that is accessible and easy to understand, simple to administer, and that provides consistent and transparent regulations. The second phase will rebuild the code upon the new foundation through substantive changes to the code's procedures, regulations, and zoning districts. The third phase will implement the City of Santa Fe's updated General Plan by integrating the plan's land use and growth goals and policies into the Land Development Code.

PHASE 1: LDC FOUNDATIONS

This scope of work is for the first phase, which will include two main parts:

- First, a Diagnostic Review will be prepared that will include a comprehensive analysis of the current Land Development Code. This exercise will include general code analysis by the consultant team as well as a substantial public involvement component. This work will identify opportunities for both "housekeeping" (i.e., non-substantive) and technical improvements to the code, as well as more substantial improvements.
- Next, the team will prepare Code Housekeeping, Technical Corrections, and Article Organization edits (as part of a new "LDC Foundations Draft"). This will involve revising the existing LDC to address the housekeeping/technical issues identified in the Diagnostic Review. The Housekeeping and Technical Corrections are expected to focus primarily on document organization, format, and writing style. The Article Organization will integrate the Housekeeping and Technical Corrections into restructured articles based on current best-practices and City needs. As noted in the RFP, this work will include:
  1. Identification of inconsistencies, circular or unclear references, conflicts, and areas needing simplification, clarification, coordination and/or explanation.
  2. Identification and classification of missing and/or needed improvements and modifications to conditions, best practices and interpretations needed for streamlining and standardization.

Phase 1 is intended to result in no (or minimal) substantive changes to existing requirements, standards, or procedures; however, the Diagnostic Review report will identify potential substantive changes that may be addressed in future Phases 2 and 3 of the Code Update project.

TASK 1: PROJECT ORIENTATION AND LDC PUBLIC PARTICIPATION PLAN

ACTIVITY 1.1: PROJECT ORIENTATION STRATEGY

Clarion will meet with City project managers to identify, discuss, and map the big components needed to start a code rewrite project, including: overall project goals, project calendar, and internal team coordination plans.

Discussions will start to identify elements of an effective public communications strategy, including identifying potential stakeholders and focus groups, available community ambassadors, potentially interested community groups and professional organizations, and early content ideas for outreach materials. The Clarion team will explore the City's success with and thoughts about various meeting types, including one-on-one interviews, open houses, virtual/asynchronous website meetings, stakeholder and focus group meetings, and inclusion of elected and appointed officials. Based on input from the City, Clarion will also hold follow-up meetings with individuals and stakeholders who can provide organizational insight that will help ensure project outreach inclusivity and equity.

ACTIVITY 1.2: LDC PUBLIC PARTICIPATION PLAN

We will combine the outreach suggestions and information collected in the Project Orientation Strategy activity with guidance from the City's Office of Community Engagement into a recommended Public Participation Plan for the Phase 1 process. Given the residual uncertainty regarding the level of social distancing that will be required at any given time, our Public Participation Plan will be based on a combination of in-person and virtual engagement. The Public Participation Plan will be updated as needed at the outset of Phases 2 and 3.

Throughout—and prior to—the pandemic, we have found this hybrid approach to both efficient and effective.

Our proposed project timeline includes various opportunities for public outreach before the drafting and after the release of each work product. At the core of each public meeting, survey, or other form of outreach will be a clear explanation of why participants' input matters and how the input will shape recommendations or inform future work. Where possible and based on conversation with staff about the best uses of this information, project reports will also identify the ways in which community input influenced strategies and recommendations.

ACTIVITY 1.3: PROJECT MANAGEMENT

As part of the project initiation, Clarion will work with City staff to prepare a detailed drafting schedule that identifies product delivery dates as well as internal review and comment periods.

Throughout the duration of the project, Clarion will participate in regular conference calls to provide relevant project reviews and schedule updates. With a land development code update, there can be both periods of daily communication and also periods where Clarion is in the background drafting materials. During those times, we like to communicate regularly with our clients to make sure they understand exactly where the project stands in relation to the schedule.

TASK 1 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Project Orientation Memo • Draft Public Participation Plan	• Identify key stakeholders and local organizations • Review and comment on deliverables
MEETINGS	• Project Orientation Meetings (virtual) • Initial Project Management Call	• Schedule staff participation in Orientation Meetings
TRIPS	• Virtual activities only	

TASK 2: LDC ISSUES IDENTIFICATION (CODE HOUSEKEEPING)

ACTIVITY 2.1: OUTREACH APPROACH AND SCHEDULING

We will work with staff to create an outreach schedule that includes a series of stakeholder, focus group, and elected/appointed official interviews over a period of approximately three or four days. Anticipated outreach will focus on interviews with key participants in the Santa Fe development process, including developers, builders, citizen groups, and other stakeholders.

Clarion will also develop two surveys (electronic and hard copy) to assist in producing a methodical analysis and record of the strengths and weaknesses of the existing regulations. One survey will be designed for circulation among key City staff for discussion – not just the Planning and Land Use department staff, but also staffers in other departments with land use responsibilities, such as public works, and parks and recreation, and economic development. The second survey will be less detailed and more public-facing. Both surveys will be developed in a format that is compatible with the project website (e.g., Survey Monkey or Google Forms), and, as determined by the Public Participation Plan, the public survey may also be distributed in printed format in public locations such as libraries, schools, recreation centers, and churches/religious institutions.

ACTIVITY 2.2: MATERIALS AND PRESENTATIONS

For this series of meetings (and all ensuing public meeting opportunities described in this scope of work), Clarion will create informative and graphically rich materials and presentations that are tailored to the specific issues and topics to be discussed and presented, and to the intended audiences. We will





submit materials with sufficient time for staff review and incorporation of any requested changes prior to meeting dates. Additionally, we will work with staff to determine whether meetings will occur virtually or in-person, what information should be presented in English and Spanish, and depending on that decision and the intended meeting audience, what is the best format for presenting meeting information (e.g., pre-distributed handouts, PowerPoint presentations, interactive virtual participation opportunities). The Clarion Team will work with the City to tailor virtual outreach tools to specific outreach events and audiences using tools that we subscribe to and have experience using. Should the City want to explore additional virtual tools, we will explore the purpose and cost of that tool with the City and determine whether it is available within the project budget. For budgeting purposes, the budget for this activity is included in the subsequent respective tasks.

ACTIVITY 2.3: MEETING FACILITATION AND SUMMARY REPORT

Based on the schedule created in Activity 2.1, Clarion will facilitate the community outreach meetings. We anticipate that the majority of meetings will be held in person in Santa Fe and will also make time available for follow-up virtual meetings as needed. In this initial round of meetings, we will explore participant's impressions of the strengths and weaknesses of the current LDC and other tools (plans, policies, procedures) used to regulate land development in Santa Fe, the ability of current tools to implement the adopted plans, places in the LDC that seem to cause repetitive or significant problems, and general expectations for this project.

These interviews will be conducted in small groups or one-on-one to solicit their views on the same topics. These discussions and review will give the Clarion team a more detailed understanding of how the existing regulatory organizations works (and don't work), along with the key issues and practical problems that need to be addressed in the project.

Gathering and analyzing the information collected in these meetings, we will prepare a Community Input Issue Identification Report for staff review and future incorporation into the LDC Diagnostic Review and Analysis. We will group the comments and issues into three categories:

- **Code Housekeeping/Article Organization/ Non-substantive Issues:** including comments about overall article organization, inconsistencies, unclear references, conflicts, areas/topics that need simplification, clarification, coordination, and/or explanation, missing and/or needed improvements and modifications to conditions, best practices, and interpretations needed for streamlining and standardization;
- **"Ambiguous Content" Issues:** including identification of situations where code housekeeping actions may result in the creation of substantive code content, such as establishing sign measurement instructions or filling in blanks in a parking table. These will require discussion with staff to determine the potential impact of resolving the issue as part of the Phase 1B edits or whether the topic should be postponed for further community discussion in Phases 2/3.
- **Substantive Issues for Future Discussion:** including those clearly substantive updates that were raised by outreach participants or identified by the consultant team and will be addressed in Phases 2/3.

We will cross-reference the code housekeeping and ambiguous content issues lists to the code sections in which there will be opportunities for revisions in the current LDC. We will discuss with staff how to carry forward the substantive issues list.

Clarion will prepare a staff review draft of the Community Input Issues Identification Report, review and discuss the report with Santa Fe staff, and revise the report based on the consensus of our joint discussion. This Issues Identification Report will serve as a key organizing structure for the LDC Diagnostic Review and Analysis.

TASK 2 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Finalize Public Participation Plan with Detailed Schedule • Draft and revise preliminary surveys • Prepare initial outreach meeting schedule, revise as needed • Prepare outreach meeting notices and materials, revise as needed • Preliminary draft Community Input Issue Identification Report; Revised draft Community Issues Identification Report	• Lead outreach logistics, include venue scheduling and stakeholder invitations • Review and comment on initial surveys and outreach meeting schedule • Review and comment on outreach meeting materials • Review and edit Community Input Report; discuss with Clarion • Post final outreach information and materials on website
MEETINGS	• Facilitate issues identification meetings (3-4 days, on site) • Issues identification prep and wrap-up meetings with staff	• Participate in issues identification outreach meetings per schedule • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 3-4 days	

TASK 3: LDC DIAGNOSTIC REVIEW AND ANALYSIS WITH ANNOTATED OUTLINE

ACTIVITY 3.1: CURRENT LDC TECHNICAL ANALYSIS AND EVALUATION

In preparation for the creation of the diagnostic review and analysis, Clarion will familiarize ourselves with the City's current code and related plans, reviewing in greater detail relevant background materials, including but not limited to:

- The existing LDC (Santa Fe City Code Chapter 14), any related ordinances that are waiting to be codified, and the zoning map,
- All adopted land use plans and any other relevant plans as identified by staff,
- Any administrative rules and interpretations of the current LDC, if determined relevant by staff,
- Examples of approved master plans, development plans, special use permit approvals, waivers, and variances,
- Any current LDC update efforts or pending ordinances; and
- Other relevant plans, ordinances, and policies as identified by the City.

Clarion staff members will analyze and compare the plan policies with the current regulations, map, and regulatory structure to identify preliminary key housekeeping and technical issues.

ACTIVITY 3.2: LDC DIAGNOSTIC REVIEW AND ANALYSIS – STAFF REVIEW DRAFT

Based on Activity 3.1 and the issues raised in the Task 2 outreach meetings, Clarion will prepare a detailed LDC Diagnostic Review and Analysis ("LDC Diagnostic") that identifies the key issues, themes, structural issues, and drafting concerns to be addressed through the Phase 1B LDC Code Housekeeping, Technical Corrections, and Article Organization. The LDC Diagnostic will include the following:

- The **Community Issues Identification Report** (summary of feedback from stakeholder outreach)
- The current **LDC Technical Analysis and Evaluation.**
- An **analysis of the current LDC**, identifying the specific code sections and standards that have or create any of the problems identified in the Activity 2.3 Code Housekeeping/ Article Organization/ Non-substantive Issues list,
- An **analysis of the ambiguous content issues** to establish context for further conversation about the correct resolution of those issues.
- A summary of national **best practices** for article and code organization and user-friendliness based on other jurisdictions. We will work with staff to identify those code topics for which a look at best practices will be helpful to charting a better regulatory organization path for Santa Fe.

- A **preliminary identification** of proposed organizational changes and edits.

As part of the LDC Diagnostic, we will also prepare an Annotated Outline of Technical Edits that identifies a recommended article-by-article organization of the updated LDC. The Annotated Outline will serve two purposes: (1) identify any recommended code reorganization to make the LDC more functional and more user-friendly; and (2) provide reference to places within the code where non-substantive text revisions, reference updates, and new/additional graphics as recommended in the LDC Diagnostic Review and Analysis will be included. As needed, the Annotated Outline will also provide commentary explaining the purpose and scope of each new or amended provision and how it relates to the existing code.

The first draft of the LDC Diagnostic will be for internal staff review only. This review will allow staff time to provide Clarion with substantive feedback, instructions about how to address ambiguous content issues, and identify any factual errors or major issues that should be adjusted in the document prior to public review.

ACTIVITY 3.3: LDC DIAGNOSTIC REVIEW AND ANALYSIS PUBLIC REVIEW DRAFT

Following receipt of one round of consolidated written comments from staff and a follow-up discussion to resolve open issues and clarify proposed edits as needed, Clarion will prepare a public review draft for distribution and discussion.

ACTIVITY 3.4: PREP FOR AND FACILITATE PLANNING COMMISSION REVIEW AND COMMUNITY OUTREACH

Following the approach identified in the Public Participation Plan, we will present the LDC Diagnostic Review and Analysis to the Planning Commission for discussion. We will also prepare for and convene additional outreach meetings, as determined appropriate by the Director and in keeping with the Public Participation Plan, to present the LDC Diagnostic and receive questions and comments.

At the end of this round of public outreach meetings, we will meet with staff to assess the effectiveness and outcomes from the input and meeting methods chosen and revise the Public Participation Plan as needed for the next round of outreach.

TASK 3 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Prepare staff review draft LDC Diagnostic Review and Analysis • Discuss staff edits and comments and revise LDC Diagnostic Review and Analysis • Prepare materials for Planning Commission discussion and any additional outreach meetings • Facilitate PC and outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule	• Provide copies of any adopted code updates or relevant plans not available on the City website • Review staff review draft LDC Diagnostic Review and prepare a set of consolidated staff comments • Schedule meeting with Planning Commission, identify any additional outreach needed • Distribute and post public draft LDC Diagnostic Review • Review and comment on meeting materials
MEETINGS	• Facilitate LDC Diagnostic overview and discussion with Planning Commission • Facilitate additional stakeholder meetings per schedule • Issues identification prep and wrap-up meetings with staff	• Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 2-3 days	

ACTIVITY 4.1: LDC HOUSEKEEPING, ARTICLE ORGANIZATION, AND TECHNICAL CORRECTION UPDATES STAFF DRAFT

Based on the LDC Diagnostic Review and Annotated Outline, Clarion will develop a set of article organization, code housekeeping, and technical correction revisions to the LDC (Foundations Draft) that are user-friendly, include the agreed-upon organizational and editing changes, and incorporate new and revised graphics and tables. The draft will include *commentary* where necessary to explain changes from current practice and the rationale behind new provisions. The staff draft will be intended for discussion primarily among staff and the Clarion team.

ACTIVITY 4.2: PUBLIC REVIEW DRAFT LDC FOUNDATIONS DRAFT + ACTIVITY 4.3: PREP FOR AND FACILITATE OUTREACH

Following the completion of staff review and comment on the staff draft, Clarion will produce a Public Review Draft of the LDC Foundations Draft for public distribution. Pursuant to the updated Public Participation Plan, we will then help staff organize and facilitate community review meetings to discuss the LDC Foundations Draft and receive comments. We also recommend a general public meeting (with streaming or recording for those who cannot attend) to explain the proposed changes and the reasoning behind them. The general objective of these meetings will be to gather feedback about the proposed LDC changes for the purpose of identifying any additional reorganization, edits, or drafting that will improve the LDC for the City's long-term use.

ACTIVITY 4.3: REVISED PUBLIC DRAFT LDC FOUNDATIONS DRAFT

In this final Phase 1 task, we will work with staff to organize and address the comments collected during the community outreach process. We find that this input typically falls into one of three categories: (1) changes that should be made to the LDC Foundations Draft, (2) recommendations that should be documented but can be better addressed through later (substantive) edits to the LDC or elsewhere in the City code, and (3) recommendations that do not align with the strategies identified in the LDC Diagnostic Review and Annotated and that will not be addressed in the LDC update. We will prepare a revised version of the LDC Foundations Draft for another round of staff review. We will finalize staff's edits to the revised LDC Foundations Draft and facilitate a meeting with Planning Commission to share the final version of the LDC Foundations Draft. We will then move the LDC update project into the Phase 2 substantive editing process.

TASK 4 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Prepare staff review LDC Foundations Draft • Discuss staff edits and comments and prepare public review LDC Foundations Draft • Prepare materials for Planning Commission/ Governing Body discussion and community outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule	• Review staff review LDC Foundations Draft and prepare a set of consolidated staff comments • Lead outreach logistics, include venue scheduling and invitations • Schedule meetings with Planning Commission and Governing Body • Distribute public version LDC Foundations Draft • Review and comment on meeting materials
MEETINGS	• Facilitate LDC Foundations Draft discussion with Planning Commission, Governing Body, and community • Organize issues identification prep and wrap-up meetings with staff	• Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 2-3 days	

TASK 5: PHASE 1 ADOPTION

ACTIVITY 5.1 ADOPTION DRAFT 1 - STAFF DRAFT

Based on one round of written comments on the LDC Foundations Draft, Clarion will prepare a full Adoption Draft for staff review.

ACTIVITY 5.2 ADOPTION DRAFT 1 - PUBLIC REVIEW DRAFT

Based on one round of written comments on the Adoption Draft, Clarion will prepare a full adoption draft for distribution and public review.

ACTIVITY 5.3 ADOPTION DRAFT PRESENTATION ASSISTANCE (2 ROUNDS)

Clarion will attend and assist with presenting the Adoption Draft at up to two meetings in Santa Fe.

ACTIVITY 5.4 ADOPTION DRAFT 2 (FINAL) - STAFF DRAFT

Based on one round of written comments on the Adoption Draft 2, Clarion will prepare a second and final Adoption Draft for staff review.

ACTIVITY 5.5 ADOPTION DRAFT 2 (FINAL) - FINAL

Based on one round of written staff comments on the Adoption Draft 2, Clarion will prepare a revised and final version of the Adoption Draft for codification.

TASK 5 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Adoption Draft (staff draft) • Adoption Draft (public draft) • Adoption Draft 2 (staff draft) • Adoption Draft 2 (final for codification)	• Review, consolidate, and submit one round of written comments on Adoption Draft • Review, consolidate, and submit one round of written comments on Adoption Draft 2
MEETINGS	• Attend and assist with facilitation of Adoption Draft presentations	• Schedule and lead Adoption Draft presentations
TRIPS	• Two one-day trips	

Phase 1 Summary

Anticipated schedule: Approximately 18 months, depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Fifteen trips.

Anticipated budget: $195,715.

PHASE 2: PROMOTING KEY STANDARDS

Phase 2 of the Santa Fe LDC Update will focus on substantive (content) updates to regulations and procedures in the Land Development Code that implement key community standards and land development policies. This phase may also involve additional organizational edits as needed to better incorporate content revisions for continued user-friendliness.

TASK 1: TARGETED LDC DIAGNOSTIC REVIEW AND ANALYSIS UPDATE

Organizing and building on the substantive information gathered during the Phase 1 tasks, Clarion will prepare an updated assessment of the current LDC (Phase 2 Targeted Diagnostic) that identifies recommended revisions to substantive regulations, resolution of ambiguous regulations that were determined to be substantive in nature, and updates to current administrative processes.

ACTIVITY 1.1: PHASE 2 TARGETED LDC DIAGNOSTIC STAFF DRAFT

The Phase 2 Targeted Diagnostic will focus on identifying substantive updates and will involve an analysis of the key issues, themes, and drafting concerns to be addressed through the Phase 2 revisions to implement key standards. The Phase 2 Targeted Diagnostic will include the following:

- Summary of substantive issues identified in the **Phase 1, Task 2 Community Issues Identification Report** (summary of feedback from the Phase 1 stakeholder outreach) along with any substantive issues identified during later drafting in the Phase 1 process.
- An updated **Phase 1, Task 3 LDC Analysis and Evaluation** focused on plan and policy implementation through substantive and procedural issues.
- An **analysis of the current LDC**, identifying the specific code sections and standards that: appear to create barriers to key standards implementation, typically produce poor or unpredictable results, or can be replaced by a more modern regulatory approach, as well as an identification of missing standards or procedures that are needed to fill code gaps.
- As applicable, a summary of national **best practices** for specific substantive update topics.

As part of the Phase 2 Targeted LDC Diagnostic, we will also prepare an Annotated Outline of Content Edits, based on the LDC Foundations Draft, that identifies additional recommended article-by-article substantive edits that were not identified in the earlier Phase 1 Annotated Outline of Technical Edits. These edits will be broadly described as concepts (such as "review the overlay districts for potential consolidation into the base zone districts") with the actual new regulatory language proposed during the drafting task.

The first version of the Phase 2 Targeted LDC Diagnostic will be for internal staff review only. This review will allow staff time to provide Clarion with feedback, instructions about additional issues that should be included (or deleted) and identify any factual errors or major issues that should be adjusted in the document prior to public review. During this activity, we will also work with staff to update the Public Participation Plan for use across the tasks and activities in Phase 2.

ACTIVITY 1.2: PHASE 2 TARGETED LDC DIAGNOSTIC PUBLIC REVIEW DRAFT

Following receipt of one round of consolidated written comments from City staff, and a follow-up meeting to discuss necessary edits, Clarion will prepare a public review draft of the Phase 2 Targeted LDC Diagnostic for distribution and discussion.

ACTIVITY 1.3: PREP FOR AND FACILITATE PLANNING COMMISSION REVIEW AND COMMUNITY OUTREACH

We will present the Phase 2 Targeted LDC Targeted Diagnostic to the Planning Commission for discussion. As directed by Public Participation Plan, we will also prepare for and convene additional outreach meetings to present the Phase 2 Targeted LDC Diagnostic to the community and receive questions and comments.

PHASE 2, TASK 1 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Prepare staff review draft Phase 2 Targeted LDC Diagnostic • Discuss staff edits and comments and revise Phase 2 Targeted LDC Diagnostic • Prepare materials for Planning Commission discussion community outreach meetings • Facilitate PC and community outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule	• Review staff review draft Phase 2 LDC Diagnostic and prepare a set of consolidated staff comments • Schedule meeting with Planning Commission, • Lead logistics for community outreach • Distribute and post public draft Phase 2 LDC Diagnostic • Review and comment on meeting materials
MEETINGS	• Facilitate LDC Diagnostic overview and discussion with Planning Commission • Facilitate additional stakeholder meetings per schedule • Issues identification prep and wrap-up meetings with staff	• Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• One trip, 2-3 days	

TASK 2: PREPARE DRAFT LDC UPDATES

DRAFTING ORGANIZATION OVERVIEW

Following completion of the Phase 2 Targeted LDC Diagnostic, Clarion will begin working on the new draft Land Development Code according to the agreed-to content updates and sequencing priorities. The LDC substantive updates will be built on the Phase 1 LDC Foundations Draft. In our experience, it can be difficult to read and digest all of the new substantive and procedural information that goes with an LDC update, so we recommend dividing the drafting into three installments based on related material. While the specific order and contents of each installment is up for discussion, below we suggest a typical breakdown that has worked well in other communities.

Installment 1 – Districts and Uses. This installment focuses on updating the current lineup of zoning districts to align with relevant City plans and policies. We will use the Phase 2 LDC Targeted Diagnostic to start charting the path toward alignment with anticipated future land use designations and placemaking opportunities. Possible outcomes include district consolidations, (for districts that have similar purposes, standards, and uses); incorporation of overlay districts into base districts, creation of new districts to better align with the City's placemaking and redevelopment priorities; and elimination/retirement of districts that are rarely (or never) applied or are contrary to City land use policies. Clarion will work closely with City staff and the Planning Commission to ensure that zoning district line-up implements the City's growth and development goals and policies. Updates to the use regulations will also be included in this installment. This work includes revisiting the categories, specific use types, review type (e.g., permitted use, special use permit) and use-specific standards for clarity, relevance (do the standards reflect how this use is developed now?), and potentially for approval streamlining. We will also explore options for regulating emerging uses, particularly those related to housing such as fractional housing and long-term RV stays. Zone district measurement instructions and use-related definitions will also be included in this installment.

Installment 2 – Development Standards. This installment focuses on the development quality standards, such as parking, landscaping, sustainability/resilience, access and circulation, sensitive area protection, building and site design, and exterior lighting. The development standards are often the most complex part of a code update because of the wide range of standards and their relationship to standards that often live outside the code (such as street standards and other engineering standards). We will update the development standards to reflect community priorities (such as sustainability, water conservation, nighttime lighting, and housing affordability), anticipate evolving development priorities (such as increased use of renewable energy and more focused protection from wildfire and other natural hazards) and specify how the updated development and design standards will be applied to anticipated redevelopment in Santa Fe.

Installment 3 – Administration and Procedures. This installment will focus on clarifying and, where appropriate, streamlining the current procedures for development review applications. This will include identification of any applications that could be considered for administrative approvals by the director, subject to Planning Commission appeal. Clarion's expert code drafters are experienced in establishing procedures that are easy to understand, are based on a consistent and predictable foundation, and apply objective approval criteria--while offering flexibility where appropriate. This installment will also include the general provisions of the Land Development Code, which contain important elements to ensure the new code functions effectively (e.g., legal authority to regulate land development, relationship to other codes, nonconformities, and enforcement of the code).

Installment 4 – Special Topics. We will explore the need for a fourth installment, focused on special topics, at the outset of the drafting process. This installment can be used to bring forward topics that would otherwise have been prepared in one of the three main drafting installments, but that may generate significant community input and work better as a "stand-alone" section for that review, such as historic preservation or signs, or topics that are newer to the community and are easier to understand in a smaller selection of regulations, such as land use and public health standards or equity considerations.

ACTIVITY 2.1: STAFF DRAFT LAND DEVELOPMENT CODE

We will prepare a staff review draft of each installment. The staff draft will include all of the content for the current installment, and as the drafting moves forward will also include the content from the earlier installments. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. The drafts will include commentary and footnotes to explain changes from current regulations and practice and the rationale behind each new provision. The commentary and footnotes will also demonstrate how the revised code addresses the issues noted in the Phase 2 Targeted LDC Diagnostic. We will ask staff to prepare one round of consolidated comments and we will meet with staff to discussed proposed revisions. We will then share the revised draft installment with the Planning Commission for review and input.

ACTIVITY 2.2 PUBLIC DRAFT LAND DEVELOPMENT CODE

Following Planning Commission review, Clarion will share a public draft of each installment for distribution and presentation according to the Public Participation Plan, including Clarion facilitation of in-person meetings on each installment. Once the public draft of the first installment has been delivered, Clarion will begin working on the staff draft of the second installment, and so forth. Comments from the Planning Commission, stakeholders, and public on each public draft installment will be collected and addressed in the adoption draft in Task 3. In addition to participating in one set of public meetings per installment, we find it is important to allow additional meeting time to either address specific issues that arise from the draft review process or allow for a follow-up trip to continue the in-person discussion of any installment that needs more attention in the community. We have identified two meetings for these purposes.

PHASE 2, TASK 2 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Staff drafts of Installments 1, 2, 3 • Revisions per staff comments • Prepare materials for Planning Commission and public review meetings	• Provide one round of consolidated written staff comments for each Installment • Coordinate Planning Commission and public review meetings and assist with reviewing comments
MEETINGS	• Facilitate discussion with Planning Commission for each Installment • Facilitate one round of community outreach meetings per Installment • Issues identification prep and wrap-up meetings with staff	• Lead logistics for community outreach meetings • Participate Planning Commission review meetings • Participate in community outreach meetings • Participate in outreach prep and wrap-up meetings
TRIPS	• Per Installment (3 trips total): One trip, 2-3 days (4 trips if a fourth installment is drafted) • Topic-related or hands-on meetings: Two trips, 1-2 days	

TASK 3: ADOPTION DRAFT LAND DEVELOPMENT CODE

ACTIVITY 3.1 ADOPTION DRAFT LAND DEVELOPMENT CODE

We will organize the comments received for each public draft installment from the Planning Commission and public for a discussion with staff about revising the public draft versions to create a consolidated Public Review Draft Land Development Code. This draft will be the first draft to include all of the components of the new Land Development Code, an important milestone for understanding how each of the installments relate to each other. As with the installments, we will first prepare a staff draft of the Public Review Draft Land Development Code.

After one round of consolidated feedback on the staff draft, we will edit the draft to incorporate agreed-to changes as well as final versions of illustrations, charts, and tables, and distribute the Public Review Draft Land Development Code for a pre-adoption round of community input. Following distribution of the public discussion draft, Clarion will work with staff to present the draft to the public, Planning Commission, and Governing Body pursuant to the approach identified in the Public Participation Plan.

We will work with staff to collect feedback and comments to be complied into a report submitted with the Public Review Draft LDC for adoption.

ACTIVITY 3.2 LDC ADOPTION PROCESS

Clarion will coordinate with Santa Fe staff to create presentation materials for the code adoption process. As needed, we can participate in up to two adoption hearings to assist with adoption questions and issue resolution.

ACTIVITY 3.3 FINAL LAND DEVELOPMENT CODE

After adoption, Clarion will prepare a final version of the new Land Development Code that incorporates any agreed-to changes identified during the adoption hearings. This final version will be prepared as a Word document for submission to the City's codification service unless a different format is agreed to with the City.

PHASE 2, TASK 3 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	• Summarize public draft installment comments • Consolidate all installments and update to incorporate final edits • Create outreach materials for PC and public review of consolidated draft LDC • Prepare updated materials for adoption hearings • Revise public review draft as instructed	• Review public draft installment comments summary and identify final edits • Lead logistics for community outreach meetings • Review community outreach and adoption presentation materials
MEETINGS	• Present and facilitate review of public draft LDC • Attend and participate in two adoption hearings	• Participate in public draft review meetings
TRIPS	• Two, 2-3 days each	

Phase 2 Summary

Anticipated schedule: 18 to 24 months depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Six multi-day trips for up to 3 Clarion staff members.

Anticipated budget: $300,000 to $350,000 depending on number and timing of community outreach opportunities; total number of trips; existing conditions analysis, mapping, and confirmation needed for the creation and incorporation of Santa Fe-specific form-based standards and regulating plan (for targeted areas); and inclusion of extra rounds of drafting beyond those identified in the scope.

PHASE 3: GENERAL PLAN IMPLEMENTATION

The LDC Update Phase 3 edits will be designed to further fine-tune the LDC to implement the Land Use Chapter of the updated Santa Fe General Plan following completion of that plan. While there are a few different ways to approach growth plans and growth management, we can anticipate the general approach to these updates and follow the same steps as the Phase 2 edits, over a shorter timeframe, to draft and incorporate these changes. Key aspects of growth management regulation typically include the following, some of which can be incorporated as part of the Phase 2 updates:

- Development and infrastructure standards that are targeted to reflect full growth areas, limited growth or conservation areas, and locations that are appropriate for gradual, longer-term growth;
- Zone districts that can guide growth based on: (1) anticipated development timing, and (2) proposed future development densities and intensities;
- Adjustable standards targeted to variable resources or impacts, such as water, wildlife, and wildfire, that might need to be changed based on environmental circumstances;
- Standards to protect permanent open space areas; and
- Development processes that: (1) help guide applicants to regulatory options that support the growth management plan, (2) incorporate flexibility for gradual expansion of development over time, and (3) procedures that allow the City to review regulatory impacts on real or perceived property rights.

We will revise the Phase 3 scope concurrently with the creation of the updated Santa Fe General Plan.

Phase 3 Summary

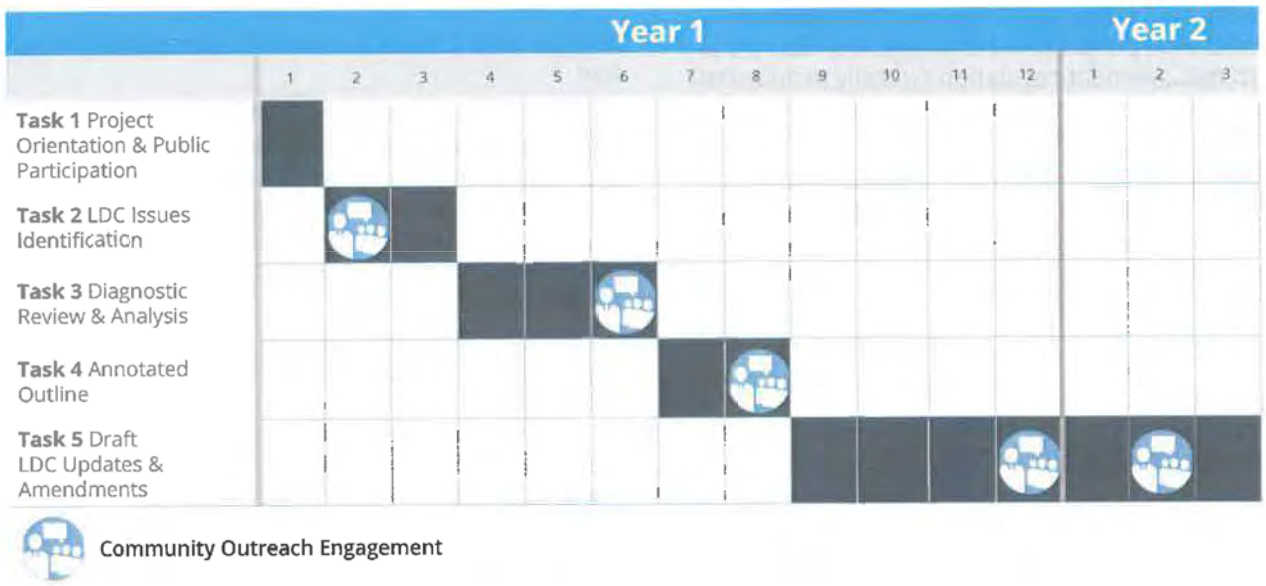
Anticipated schedule: 12 to 14 months depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Four multi-day trips for up to 3 Clarion staff members.

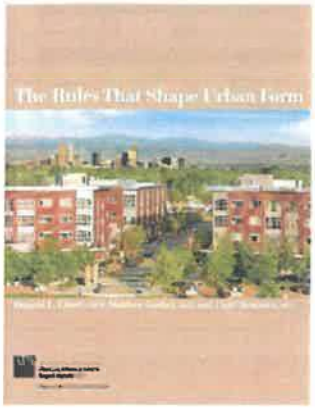
Anticipated budget: $120,000 to $150,000 depending on number and timing of community outreach opportunities, total number of trips, creation and incorporation of form-based standards, and inclusion of extra rounds of drafting beyond those identified in the scope

PROJECT TIMELINE

Based on work in similar projects, we believe that the LDC Diagnostic Review and Annotated Outline can be completed and presented to local officials and the public within fifteen months of the project start-up date – recognizing that if the revisions become controversial or additional public meetings are necessary, additional time may be necessary. We would be pleased to discuss an accelerated schedule at the City's request.



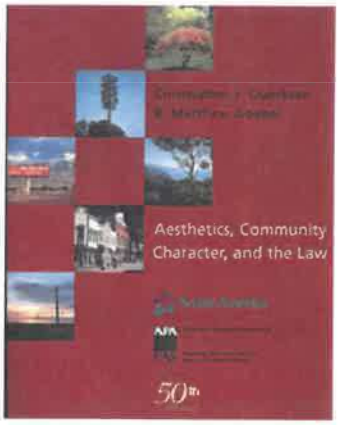
3. DESIRABLE SPECIFICATIONS




Saving the World Through Zoning

The sustainable community development code comes to the rescue.

A couple of winters ago, being the quintessential zoning attorney, I was curled up in front of the fire at my mountain cabin reading a good development code.



PROVEN TRACK RECORD

We understand that no two code projects are alike because all communities are unique. Our extensive experience provides Clarion with a solid foundation for developing effective code update processes; however, we recognize that the most successful work plans are carefully created with the input of staff, taking into account local circumstances and priorities. Here are some of the unique qualities of our firm that would contribute to a successful partnership with the Santa Fe Planning & Development staff:

Depth of Experience. Clarion Associates offers an unparalleled amount of national expertise, combined with a long track record of success in similar projects. We have been working throughout the country since the firm's founding 29 years ago, performing a full range of planning and zoning services for small, mid-sized, and large communities all over the United States. Clarion has prepared zoning regulations and plans for over 130 communities across the U.S. and Canada, and we're no strangers to Kansas, where Elizabeth, our project manager grew up and went to college and where we've worked in Wyandotte County/KCK, Riley County, Leavenworth, and Leawood, and across the state line for Lee's Summit, Riverside, Blue Springs. Elizabeth, while practicing at Spencer Fane, also served as counsel for the Kansas City, Missouri, TIF Commission.

Leaders in Sustainable Best Practices. Clarion is recognized as a national leader in creating the concept of sustainable development codes and conducting sustainability audits of codes. We have drafted comprehensive plans and regulations that incorporate ambitious sustainability goals, ranging from reduction of carbon emissions to density bonuses for infill housing. The firm takes particular pride in its innovative approach to code assessments involving identification of regulatory barriers and opportunities for the use of incentives and flexible menus to achieve community sustainability goals. Additionally, Clarion is one of the few firms in the nation that has actually gone beyond code audits and has drafted new and updated development codes with extensive sustainability sections related to renewable energy, energy efficiency, and low-impact development, among numerous other sustainability topics. An example is the point-based menu of sustainability options we helped develop for Henderson, Nevada, which has been used as a model by other cities.

We have a proven track record in teaching and educating local officials about sustainable code revisions in a clear and practical fashion. Clarion led a popular series of national sustainable development code workshops for the American Planning Association that has educated hundreds of planners on how to remove code barriers, create incentives, and fill regulatory gaps to move their communities towards a more sustainable future.

Land Use Law. Clarion team members include some of the country's most experienced land-use law practitioners. Team members have detailed knowledge of U.S. constitutional and federal land use law, including how to avoid takings claims, deal with First Amendment issues (signs, adult uses), and ensure that standards meet due process requirements.

Infill and Mixed-Use. Clarion has drafted numerous regulations and policies that differentiate between infill development and new development at the edge of communities, in terms of both design and development standards and review procedures. We also recognize that many cities need a hierarchy of mixed-use districts that range from high-intensity areas surrounding transit stops and key activity



San Antonio Historic District Design Guidelines



User-friendly Zoning District page layout from Bloomington, IN

nodes, to smaller-scale mixed-use areas that integrate well with established neighborhoods. Many Clarion projects have addressed these issues, such as Aurora, Northglenn, and Littleton, Colorado; Indianapolis, Indiana; Arlington and Austin, Texas; Portsmouth, Virginia; Duluth, Minnesota; and Winnipeg, Manitoba. For Sugar Land, Texas, we currently are preparing a series of case studies of communities that have adopted zoning tools to help encourage redevelopment of suburban patterns into thriving mixed-use centers.

Historic Preservation Planning and Policy. Clarion Associates has worked on numerous projects aimed at revitalizing and redeveloping historic areas, as well as projects to draft standards and guidelines for existing and future historic districts. One such effort is San Antonio's historic district standards and guidelines. Our expertise includes crafting historic district zoning and regulations, economic analysis of historic restoration, integrating new development projects, and developing heritage tourism initiatives. Our combination of talents in real estate economics, urban planning, and land-use law allows us to develop creative solutions to difficult historic preservation questions.

Procedural Streamlining and User-Friendly Codes. Clarion has been retained by dozens of communities across the United States to streamline procedures, reorganize and reformat codes, and make them more user-friendly. We use a wide variety of tools, ranging from relatively simple formatting techniques to highly sophisticated, interactive, web-friendly computerized codes. Santa Fe's development regulations have been amended in a piecemeal fashion over the years to remedy particular problems. As layers of regulations build up, so do layers of procedures, and over time, that can result in complicated and time-consuming processes. We find that revised regulations can result in a streamlined set of procedures that are easier to use and understand.

Equally important, we understand that modern codes rely heavily on graphics and illustrations to explain complex concepts and to illustrate how regulations are applied. The ability to find and understand the law is not just a key to good development — it's a key to good governance in general.

A Track Record of Innovation. Unique planning goals, development histories, and political constraints often require unique land use regulations, and the Clarion professionals pride themselves on mastering cutting-edge techniques and refining them further to meet local needs. Team members have authored leading books and publications such as The Rules of Urban Form; Aesthetics, Community Character, and the Law; A Better Way to Zone; Nature-Friendly Cities; True West; Wildlife Habitat Protection; and The Citizen's Guide to Planning (Fourth Edition), and Zoning Practice Memos on wind energy, web-based zoning codes, wildfire prevention in urban areas, and zone district consolidation. More importantly, we put the results of our research and publication to work for our clients.

Housing and Neighborhoods. The Clarion Team has worked across the country with planners, architects, developers, and neighborhoods to put together information and regulations that help move communities toward missing middle housing, acceptance of accessory dwelling units, and an understanding about the many reasons we should rethink our default zoning settings.

View our recent work in Bozeman, Montana on Recommended Edits to the Unified Development Code to promote affordable housing solutions: Bozeman Code Audit To Create and Preserve Housing | City Of Bozeman

PROJECT QUALIFICATIONS



SEDONA, ARIZONA

Land Development Code

Clarion worked with the City of Sedona to update their 20-year-old land development code (LDC). The project began in late 2016 with an analysis of the current LDC as well as an annotated outline that described how the new regulations could be restructured. The code was rewritten in three parts, with a strong emphasis on implementing the Sedona Community Plan. First, the districts and uses were redesigned to be more user-friendly and to create opportunities for mixed-use. Next, the development standards were overhauled to raise the bar for quality development and to clarify the current complex design standards, including integration of the city's design review manual – in many cases turning guidelines into regulations. The final part addressed the administration and procedures, including a more streamlined approach to development review of site plans and conditional uses. Clarion then prepared a consolidated draft that was carried forward through the adoption process. Clarion worked closely with the Planning Commission and City Council during a series of workshops and study sessions during the adoption process throughout the summer and fall of 2018. The new LDC was unanimously adopted by the City Council in November 2018. View the Sedona LDC

REFERENCE CONTACT INFO

Mike Raber
Senior Planner, City of Sedona
928-204-7106
mraber@sedonaaz.gov

2.12. M2: Mixed-Use Office

A. Purpose

The M2 district is intended to accommodate primarily office and supporting commercial and services and limited higher-density residential uses. The M2 district also provides community, educational, lodging, and commercial uses and incidental or accessory uses. Development in the M2 district may include limited auto-oriented uses and development patterns but is primarily intended to provide a walkable and active streetscape and be compatible with surrounding residential development.

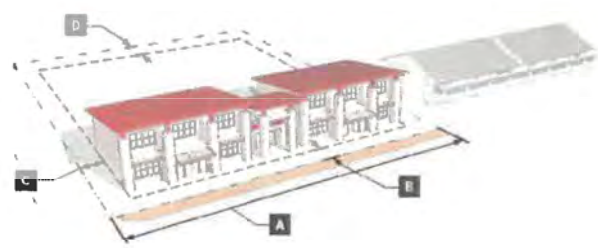
B. M2 Lot and Building Standards

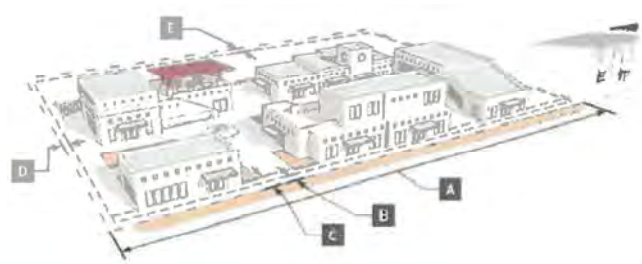
Lot Standards (minimum)[1]		
A	Width	60 feet
	Area	10,000 sq. ft.
Setbacks		
B	Front, minimum	10 feet
C	Side, minimum	10 feet
D	Rear, minimum	20 feet
Height		
	Building height	See 2.24.E
Impervious Coverage (maximum)		
	Building coverage	60 percent
	Total residential only lots	70 percent
	Total other lots	80 percent

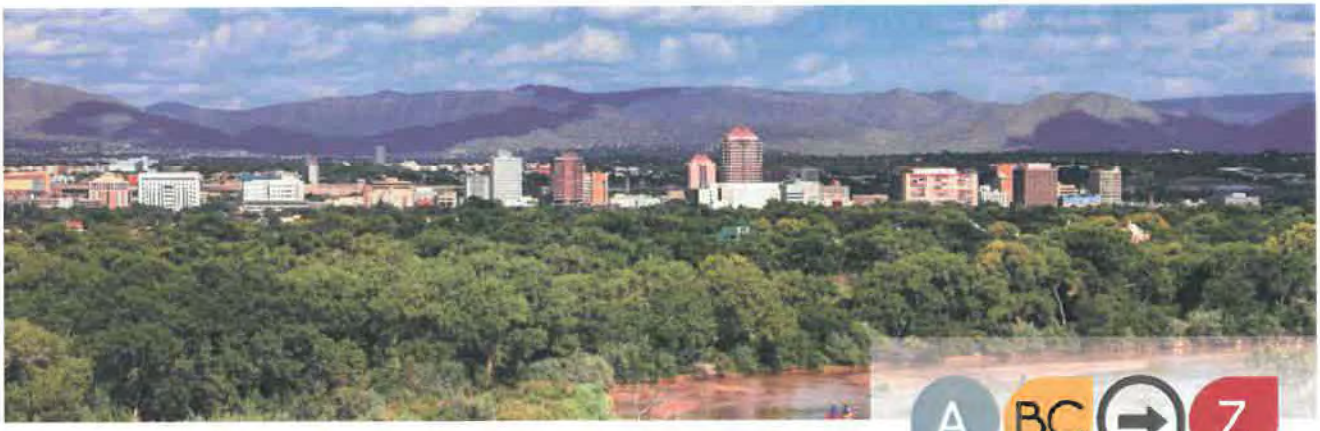
C. Other Standards

Other Standards	Location in LDC
Measurements and Exceptions	[illegible]
Use Specific Standards	Section 5.5
Off-Street Parking	Section 5.5
Landscaping, Buffering, and Screening	Section 5.6
Site and Building Design	Section 5.7

Notes:
[1] Residential identities are subject to the density and [illegible] Sedona Community Plan and attached CFA plans.





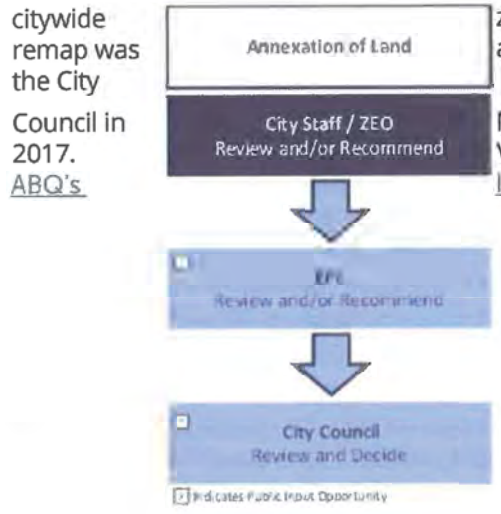


IMPROVING PLACE FROM PLANNING TO ZONING

ALBUQUERQUE, NEW MEXICO

Zoning Code Update

Albuquerque, New Mexico, is the largest city and the largest economic in the State of New Mexico. Blessed by spectacular views of the Sandia mountains, the main campus of the University of New Mexico, Rail Runner connections to the state capital in Santa Fe, and an emerging bus rapid transit system along historic Central Avenue/Route 66, the city is poised to strengthen its status as one of the SunBelt's success stories. In 2014, Clarion Associates was selected to head a team of seven consultants, including Fregonese Associates, Dekker/Perich/Sabatini, Karpoff Associates, Leland Consulting Group, Kimley-Horn Associates, and Urban Interactive Studios to update the city's Centers and Corridors Comprehensive Plan and to develop a new Integrated Development Ordinance for the city. The two-year effort began in early 2015, and resulted in a much more nuanced menu of Center and Corridor types aligned with a new approach to Complete Streets implementation. The updated Comprehensive Plan was adopted in 2016. In addition, this project consolidated, integrated, and streamlined the existing zoning ordinance and subdivision controls with land use regulations included in over 40 Sector Plans into an Integrated Development Ordinance (IDO) that makes those controls more internally consistent, predictable, administrable, and user-friendly. After an extensive public engagement process, the IDO and related citywide remap was the City Council in 2017. ABQ's zoning approved by November View Integrated Development Ordinance.









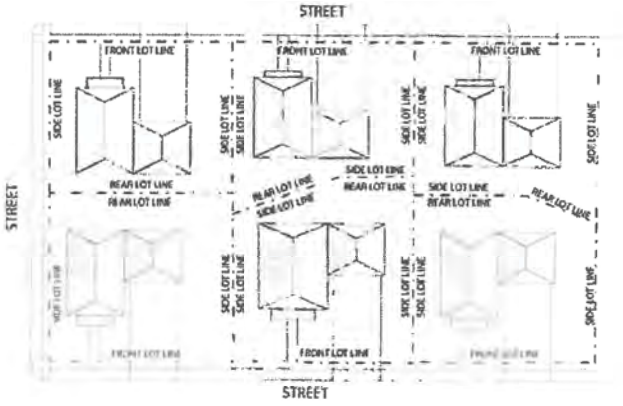
DENTON, TEXAS

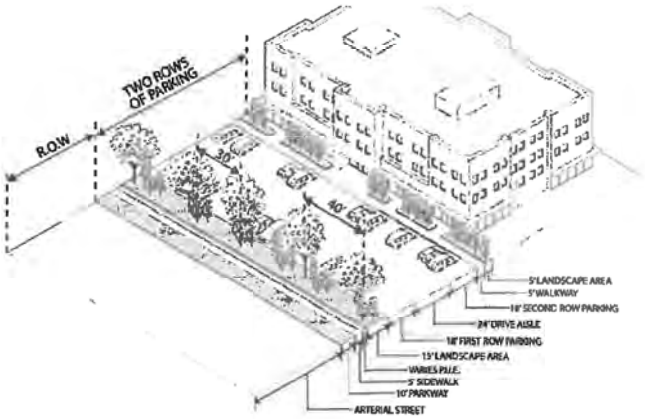
Unified Development Code

Clarion Associates was retained by the City of Denton to revise their current development regulations and consolidate provisions into a unified development code. During Phase I of this project, Clarion assessed the current development code and prepared a detailed annotated outline of how a new Denton Development Code would be organized. The annotated outline was based on a thorough review of current regulations, analysis of best practices, and feedback from extensive stakeholder outreach.

Clarion then updated the Denton Development Code through a series of installments that separated the new unified development code sections into manageable phases for internal and public review. The first module was related to land uses and zoning districts, while the second covered administration and general provisions and procedures for development review, followed by the final module on development standards. Each successive module allowed staff, appointed and elected officials, and the public a chance to review and comment prior to Clarion developing a final consolidated adoption draft.

Clarion worked closely with staff and the Planning and Zoning Commission on the execution of this project. In the fall of 2018, the updated Denton Development Code was adopted, and subsequently received an award from the Texas APA. View the Denton UDC



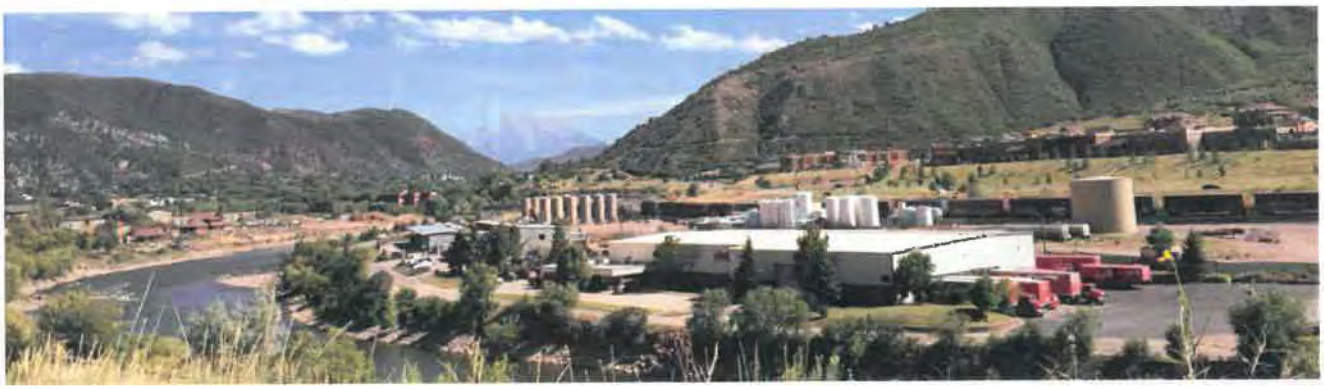


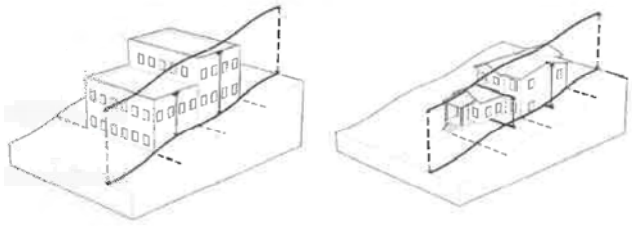
REFERENCE CONTACT INFO

Scott McDonald
Deputy Director/Building Official
940-349-8539
scott.mcdonald@cityofdenton.com

GLENWOOD SPRINGS, COLORADO

Development Regulations Update





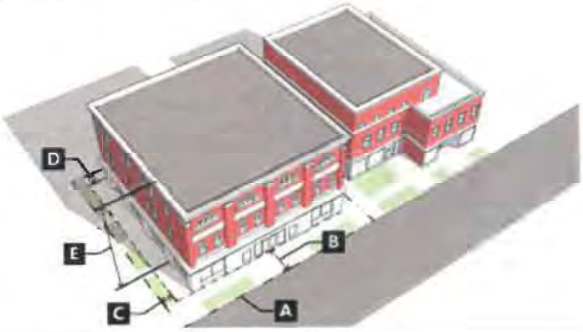
Article 070.020: Zoning Districts
070.020.100 Mixed-Use Core (M2) District
(a) Purpose

070.020.100 Mixed-Use Core (M2) District

(a) Purpose

The M2 district is intended to accommodate walkable and active development within Glenwood's core commercial areas, including but not limited to central downtown. The M2 district includes the most recognizable and prominent areas of Glenwood Springs and therefore places an emphasis on high-quality building and site design, as well as the surrounding streetscape. The M2 district is intended to allow for a mix of residential and nonresidential uses while ensuring compatibility with surrounding established neighborhoods.

Figure 020-8: M2 District Dimensional Standards



(b) Standards

Table 020.12: M2 District Dimensional Standards		Other Key Standards	
Lot Standards, Minimum		Measurements and Exceptions	[illegible]
A Lot area (sq ft)	None	Table of Allowed Uses	[illegible]
Landscaped area (%)	None	Use-Specific Standards	[illegible]
Setbacks, Minimum		Development Standards	
B Front, min (ft)	None	Landscaping, Screening, and Fences	[illegible]
Front, max (from arterial) (ft)	15	Off-Street Parking and Loading	[illegible]
Front, max (from other streets) (ft)	20	Nonresidential and Mixed-Use Site and Building Design	[illegible]
C Side, min (ft)	None		
D Rear, min (ft)	None		
Building Standards, Maximum			
E Building height (ft)	40[1]		

Notes: [1] 60 feet max building height by special review

Clarion Associates worked with the City of Glenwood Springs to revise their development regulations. Phase 1 in 2015 included preparation of a development regulations analysis and assessment, including an annotated outline detailing how the new development regulations would be organized. That document included several recommendations for improving Glenwood's development regulations, based on best practices from other communities and feedback from stakeholder outreach.

Phase II, which kicked off in March 2016, involved an overhaul of Glenwood's development regulations, based on the recommendations from Phase I and supplemental guidance from a Project Advisory Group and staff. The update to the development regulations occurred in three modules to separate the document into manageable parts for internal and public review. The first module, Administration and Procedures, included improvements to the procedures for development review. The second module included a revised lineup of zoning districts and amended use regulations, addressing mixed-use and reducing barriers to infill and redevelopment. The final module focused on development standards, including the addition of a new suite of sensitive area protection tools. The final code integrated input received during public review of the three modules. The code was adopted unanimously in August 2018.

REFERENCE CONTACT INFO

Gretchen Ricehill
Senior Planner
970.384.6428

BOZEMAN, MONTANA

Unified Development Code Updates to Support Affordable Housing

With a population of 48,000, Bozeman, Montana, is the fourth largest city in the state – and one that is consistently rated as one of the highest qualities of life in the U.S. A thriving local economy grounded in outdoor recreation, camping, skiing, and mountain activities has made the city a magnet for immigrants from all over the country. Unfortunately, those trends have also resulted in rapidly rising housing prices, as new arrivals from California and west coast have competed with local residents for available housing. In 2021, Clarion Associates was retained to lead a team of consultants to update the city's Affordable Housing Ordinance, zoning ordinance, and Planned Unit Development regulations to identify and remove barriers to affordable housing, and to advise the city on how to improve that supply. Clarion is leading a team including the Denver-based national housing economics firm Root Policy Research and Bozeman-based local planning and engagement firm Groundprint to engage stakeholders and the public in discussions about the strengths and weaknesses of the current housing regulations and make recommendations for improvement to all three regulatory documents. The work is expected to be completed by December of 2021.



View the Bozeman Code Audit To Create and Preserve Housing | City Of Bozeman

REFERENCE CONTACT INFO

Martin Matsen

Community Development Director (former),

City of Bozeman

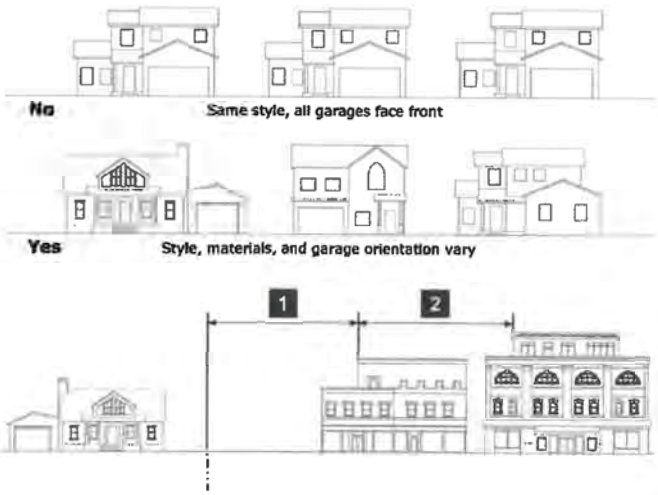
mmatsen@gmail.com

LONGMONT, COLORADO

Land Development Code

In 2016, Clarion Associates was retained to prepare comprehensive revisions to the Land Development Code for the City of Longmont, a fast-growing community north of Boulder. The code amendments fell largely into two groups, the first of which included edits to zoning districts, use regulations, and signs, among other topics, and was adopted in August 2018. The second batch of amendments focused on additional topics related to important Council priorities:

- **Integration of Affordable Housing Incentives:** Integrated inclusionary housing requirements into the LDC, and aligned them with existing height incentives.
- Sustainability Evaluation System: Clarion worked with staff and City Council to develop possible approaches to evaluating the environmental sustainability performance of site development.
- Protecting Rivers, Streams, Wetlands, and Riparian Areas: Clarion provided coordination between multiple planning efforts to establish a more uniform regulatory framework for protecting sensitive environmental areas. Edits related to the protection of rivers, streams, wetlands, and riparian areas for integration into the LDC were completed once the policy work from external groups on these issues was complete.



REFERENCE

Joni Marsh, Assistant City Manager, City of Longmont

303-651-8601

joni.marsh@longmontcolorado.gov

BILLINGS & YELLOWSTONE COUNTY, MONTANA

Zoning Code Updates



Clarion recently led a team working with Billings (pop. 110,000) and Yellowstone County, Montana, to update, coordinate, and fully separate the zoning code that both communities have shared for 50 years. This community-led zoning code rewrite has been guided by an ad hoc steering committee of both city and county representatives; four standing working groups that met monthly or twice monthly to address code drafts through the lenses of urban issues, county issues, landscaping, and signs; and numerous individual meetings with specific interest groups such as developers, real estate agents, short-term rental owners, restaurant/bar/casino owners, homebuilders, environmentalists, health care providers, and outdoor recreationalists. The City of Billings opted for the creation of a character-driven, hybrid form-based code while Yellowstone County opted for a more traditional larger lot, agricultural oriented zoning code that takes advantage of the form sections of the Billings zoning code through a process called "planned neighborhood development." Both communities will be able to use that process to address development at the urban-rural interface, providing infrastructure and density predictability to the City, property owners, and developers. Major updates in the codes include modernized use tables and use-specific standards supported by a streamlined administrative approval process, specific zone district character and pattern regulations designed to ensure quality infill development in the City's older neighborhoods, new standards for wind and solar installations that support Montana's clean energy goals, and the consolidation of eight full and partial sets of sign regulations into a single, updated set of sign standards that is linked to the different sizes and types of development anticipated in the new form-based zone districts. Yellowstone County adopted their new zoning code in November, 2020 and Billings should complete the adoption process in January 2021.



View the Billings, MT Zoning code at https://library.municode.com/mt/billings/codes/code_of_ordinances?nodeId=CICO_CH27ZO

REFERENCE CONTACT INFO

Nicole Cromwell
Zoning Coordinator
406.657.8281
cromwelln@billingsmt.gov

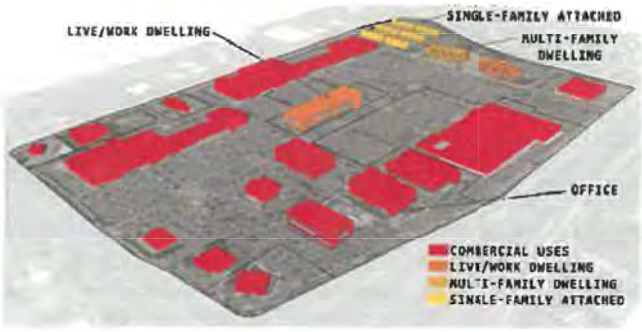


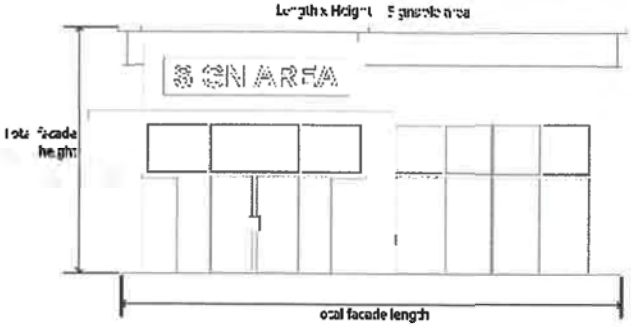
NORTHGLENN, COLORADO
Unified Development Ordinance

Clarion Associates is working with the City of Northglenn to revise their current development regulations. This project follows Clarion's previous work in 2014 to prepare a development regulation assessment, including an annotated outline detailing how the new development regulations would be organized into a Unified Development Ordinance (UDO). That document included several recommendations for improving Northglenn's development regulations based on best practices from other communities and feedback from stakeholder outreach.

This second phase of the project, drafting the UDO, kicked off in 2015 and involves an overhaul of Northglenn's development regulations, based on the recommendations from the assessment and supplemental guidance from a UDO Task Force and staff. The update to the development regulations will occur in three installments to separate the document into manageable parts for internal and public review. The first two installments, Administration and Procedures, and Districts and Uses, have already been distributed for public review. The final installment will include the development standards addressing the quality standards such as parking, landscaping, and building design. Following public review of all three installments, Clarion will prepare a consolidated draft for adoption that reflects comments received on all three installments. The new Unified Development Ordinance was adopted in 2018.

View the Northglenn UDO





REFERENCE CONTACT INFO
Eric Ensey
Senior Planner
303.450.8740
eensey@northglenn.org



CLARION

Planning | Zoning & Land Use | Sustainability & Resiliency

Project Name: Santa Fe, New Mexico LDC Update Phase 1 * Updated July 2022 with adoption						
Task	Clarion					Total
Team Member	PM/Dir. 1	Director 2	Of Counsel	Associate	Graphics	
Billable Rate $/Hour	$215	$225	$180	$90	$85	
Phase 1: Project Orientation and Public Participation						
1.1 Project Orientation Strategy	2	0	2	8	8	20
1.2 LDC Update Participation Plan	2	0	2	8	8	20
1.3 Project Management (included in subsequent tasks)	0	0	0	0	0	0
Phase 1: Total Hours	***4***	***0***	***4***	***16***	***16***	***40***
Phase 1: Total Labor	***$860***	***$0***	***$720***	***$1,440***	***$1,360***	***$4,380***
Person trips	0	0	0	0	0	***0***
Phase 1: Total Travel	$0	$0	$0	$0	$0	***$0***
Phase 1: TOTAL	$860	$0	$720	$1,440	$1,360	***$4,380***
Phase 2: LDC Issues Identification (Code Housekeeping)						
2.1 Outreach Approach and Scheduling	4	0	4	0	10	18
2.2 Materials and Presentations	18	16	2	16	16	68
2.3: Meeting Facilitation and Summary Report	8	0	8	16	0	32
Project Management/Coordination Meetings w/Staff	4	0	4	4	0	12
Phase 1: Total Hours	***34***	***16***	***18***	***36***	***26***	***130***
Phase 1: Total Labor	***$7,310***	***$3,600***	***$3,240***	***$3,240***	***$2,210***	***$19,600***
Person trips	1	1	1	1	0	***4***
Phase 2: Total Travel	$950	$950	$950	$950	$0	***$3,800***
Phase 2: TOTAL	***$8,260***	***$4,550***	***$4,190***	***$4,190***	***$2,210***	***$23,400***
Phase 3: LDC Diagnostic Review and Analysis with Annotated Outline						
3.1 Current LDC Analysis	16	6	8	20	0	50
3.2 Staff Review Draft LDC Diagnostic Review	12	2	6	72	14	106
3.3 Public Review Draft LDC Diagnostic Review	12	2	6	48	12	80
3.4 Prep for and Facilitate LDC Diagnostic Review Outreach	34	0	16	40	18	108
Project Management/Coordination Meetings w/Staff	8	0	8	8	0	24
Phase 3: Total Hours	***82***	***10***	***44***	***188***	***44***	***368***
Phase 3: Total Labor	***$17,630***	***$2,250***	***$7,920***	***$16,920***	***$3,740***	***$48,460***
Person trips	1	0	0	1	0	***2***
Phase 3: Total Travel	$950	$0	$0	$950	$0	***$1,900***
Phase 3:TOTAL	***$18,580***	***$2,250***	***$7,920***	***$17,870***	***$3,740***	***$50,360***
Phase 4: Prepare LDC Foundations Draft						
4.1 Staff Draft LDC Updates	40	6	30	100	24	200
4.2 Public Review Draft LDC Updates	20	4	14	40	10	88
4.3 Prep for and Facilitate LDC Updates Outreach (2 rounds)	32	8	14	40	11	105
4.4 Revised Public Draft LDC Updates	24	4	6	24	8	66
Project Management/Coordination Meetings w/Staff	4	0	4	4	0	12
Phase 4: Total Hours	***120***	***22***	***68***	***208***	***53***	***471***
Phase 4: Total Labor	***$25,800***	***$4,950***	***$12,240***	***$18,720***	***$4,505***	***$66,215***
Person trips	2	1	1	2	0	***6***
Phase 4: Total Travel	$1,900	$950	$950	$1,900	$0	***$5,700***
Phase 4: Total	***$27,700***	***$5,900***	***$13,190***	***$20,620***	***$4,505***	***$71,915***
Phase 5: Adoption						
5.1 Adoption draft 1 - staff draft	20	2	30	30	10	92
5.2 Adoption draft 1 - public review draft	10	0	14	20	2	46
5.3 Adoption draft presentation assistance (2 rounds)	40	0	20	10	0	70
5.4 Adoption draft 2 (final) - staff draft	8	0	10	20	2	40
5.5 Adoption draft 2 (final) - final	8	0	8	8	0	24
Phase 5: Total Hours	***86***	***2***	***82***	***88***	***14***	***272***
Phase 5: Total Labor	***$18,490***	***$450***	***$14,760***	***$7,920***	***$1,190***	***$42,810***
Person trips	2	0	1	0	0	***3***
Phase 5: Total Travel	$1,900	$0	$950	$0	$0	***$2,850***
Phase 5: Total	***$20,390***	***$450***	***$15,710***	***$7,920***	***$1,190***	***$45,660***
Project Total Hours	326	50	216	536	153	*1281*
Project Total Labor	$70,090	$11,250	$38,880	$48,240	$13,005	*$181,465*
Project Total Person Trips	6	2	3	4	0	*15*
Total Travel Expenses	$5,700	$1,900	$2,850	$3,800	$0	*$14,250*
Total Pre-Tax Fees: Labor and Expenses	$75,790	$13,150	$41,730	$52,040	$13,005	*$195,715*
Estimated New Mexico Gross Receipts Tax (NM GRT) for the City of Santa Fe (8.3125%)						$16,268.81
Total Fees: Labor and Expenses, after payment of NM GRT						$179,446.19

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CLARION ASSOCIATES, LLC
DBA: CLARION ASSOCIATES, LLC

Business Location: 1600 STOUT ST STE. 1700
DENVER, CO 80202

CRS Number: 02376261006

Owner: CLARION ASSOCIATES, LLC

License Number: 232801

License Type: Business License - Renewable

Issued Date: May 11, 2022

Classification: Out of Jurisdiction Business License

Expiration Date: May 11, 2023

Fees Paid: $10.00

CLARION ASSOCIATES, LLC
1600 STOUT ST STE. 1700
DENVER, NM 80202

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2022

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

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

PRODUCER PFS Insurance Group 4848 Thompson Parkway Suite 200 Johnstown, CO 80534	CONTACT NAME: PFS Insurance PHONE (A/C, No, Ext): (970) 635-9400 FAX (A/C, No): (970) 635-9401 E-MAIL ADDRESS: info@mypfsinsurance.com
INSURED Clarion Associates LLC 1600 Stout Street, Ste #1700 Denver, CO 80202	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Guard Insurance Company — 17558 INSURER B : Pinnacol Assurance Co — 41190 INSURER C : Houston Casualty Company — 42374 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CWP042989M	8/11/2022	8/11/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CWP042989M	8/11/2022	8/11/2023	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			CWP042989M	8/11/2022	8/11/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	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		4060755	7/1/2022	7/1/2023	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 Errors			H722-120205	9/22/2022	9/22/2023	Each Claim	2,000,000

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

Cyber Liability: Policy Number: CYB-3018599-01; Eff/Exp Date: 06/16/2022 - 06/16/2023; Each Claim $1,000,000 Hudson Excess Insurance Company NAIC #14484

If required by written contract, City of Santa Fe is included as Additional Insured for ongoing operations under General Liability.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Signature: 

Email: xivigil@santafenm.gov

GB-450-Goebel Partners LLC

Final Audit Report 2026-03-03

Created:	2026-03-03
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZjxkjeDa4pKxYR1fHR07Va1vlZmBbyH4

"GB-450-Goebel Partners LLC" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2026-03-03 - 10:26:58 PM GMT- IP address: 63.232.20.2

Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2026-03-03 - 10:30:56 PM GMT

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2026-03-03 - 10:31:43 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-03-03 - 10:31:43 PM GMT

CLARION

Clarion Associates
303.830.2890
1630 Welton Street, Suite 1000C
Denver, CO 80203
www.clarionassociates.com

March 2, 2026
Mr. Travis Dutton-Leyda, City of Santa Fe, Finance Department
Marcos Martinez, Esq., City of Santa Fe, City Attorney's Office
200 Lincoln Ave.
Santa Fe, NM 87504-0909

Re: Assignment of Santa Fe Professional Services Agreement 22-0521

Dear Mr. Dutton-Leyda and Mr. Martinez:

Santa Fe Professional Services Agreement 22-0521 (the "PSA") was executed between Clarion Associates LLC and the City of Santa Fe on October 30, 2022, in fulfillment of RFP #22/22/P "*Land Development Code Diagnostic Review.*" Phase 1 of this PSA is complete and its project manager, Matt Goebel, has recently left his role as director at Clarion Associates to start a new consulting practice. Clarion Associates, acting through my authority as a director, requests the City's permission to assign and transfer the remainder of any interest in and complete responsibility for the PSA, including responsibility for addressing any future issues arising from Phase 1 and all liability for any past or future phase, effective as of the City's February 28, 2026, payment of outstanding Clarion invoice #10179, to Goebel Partners LLC, R. Matthew Goebel, owner. Phases 2 and 3 will be accomplished by Goebel Partners LLC.

Santa Fe Land Use Director, Heather Lamboy, AICP, has agreed to this assignment to Goebel Partners LLC for the duration of the project and will continue to operate under the terms of the Contract through project completion. Goebel Partners LLC can be reached at:

R. Matt Goebel
Goebel Partners LLC
303.638.2602
Denver, CO 80218
matt@goebelpartners.com

Please let us know if this request is sufficient for the assignment and if there are any outstanding tasks for its execution that we may provide.

Thank you,

Elizabeth Garvin, AICP, Esq.
Clarion Associates LLC
egarvin@clarionassociates.com
cc: Leigh Anne King, Stephen Burke

Date: February 18, 2026

To: Governing Body, Quality of Life Committee

From: Geralyn Cardenas, Interim City Clerk

RE: Party on the Pitch Alcohol Approval

EXECUTIVE SUMMARY:

The proposed Resolution would grant permission to the Santa Fe Adult Soccer League to serve beer and hard cider at its annual Party on the Pitch soccer tournament on Saturday, May 30, 2026, at the Municipal Recreation Complex ("MRC") soccer fields.

BACKGROUND:

SFCC 1987, Section 23-6.2 requires the adoption of a resolution for the sale and consumption of alcohol for locations on Santa Fe City property that are not specifically listed in 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance, as required by City Code.

The proposed resolution addresses the required elements:

- the event is the Party on the Pitch soccer tournament;
- the location is the MRC;
- the date is May 30, 2026;
- the time is 10:00 a.m. to 11:00 p.m.;
- the alcohol served would be beer and hard cider;
- no more than 100 attendees at a time in the beer garden;
- a public celebration permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than $2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND HARD CIDER DURING THE PARTY ON THE PITCH SOCCER TOURNAMENT ON MAY 30, 2026, PURSUANT TO SECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City of Santa Fe ("City") property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Santa Fe Adult Soccer League ("SFASL") has held a "Party on the Pitch" tournament at the Municipal Recreation Complex ("MRC") in 2019, 2022, 2023, 2024, and 2025, and held it previously at other locations; and

WHEREAS, the SFASL hopes to attract increasing numbers of out-of-city and out-of-state teams to the Party on the Pitch tournament, capitalizing on the ongoing improvements at the MRC; and

WHEREAS, SFASL wishes to partner with New Mexico Hard Cider to provide beer and hard cider in a beer garden for players and fans to enjoy during and after games held over the two-day Party on the Pitch tournament.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Party on the Pitch soccer tournament is hereby approved according to the following parameters:

Event:	Party on the Pitch Soccer Tournament
Dates:	May 30, 2026
Hours:	10:00 a.m. to 11:00 p.m. on Saturday, May 30, 2026
Location:	Municipal Recreation Complex soccer fields
Number of expected attendees:	No more than 100 at a time in the beer garden.
Type of alcohol to be served:	Beer and hard cider
Required Permits:	Public Celebration permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. SFASL shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

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 25, 2026 15:09:18 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

FIR No. 10743

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Party on the Pitch Alcohol Approval

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Geralyn Cardenas, Interim City Clerk **Date:** February 18, 2026
Phone: 505-955-6519

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Feb 25, 2026 15:09:18 MST) **Date:** 02/25/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 26, 2026 10:32:39 MST) **Date:** 02/26/2026

Summary:
The proposed resolution would authorize the sale and consumption of beer and hard cider at the Santa Fe Adult Soccer League's annual Party on the Pitch Soccer Tournament to be held at the Municipal Recreation Complex's Soccer Fields on May 30, 2026. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on properties owned by the City of Santa Fe that are not specifically listed in Section 23-6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Santa Fe Adult Soccer League will not be able to serve beer or hard cider as part of the Party on the Pitch Tournament.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
In the past the Governing Body has approved the sale and consumption of beer at the 2022 tournament with Resolution No. 2022-20, the 2023 tournament with Resolution No. 2023-13, the 2024 tournament with Resolution No. 2024-16, and the 2025 tournament with Resolution No. 2025-18.

Performance and Administrative Implications:
The Santa Fe Adult Soccer League is also required to obtain a public celebration permit for the event.

Fiscal Implications:
None identified.

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: gfcardenas@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: 3/2/2026

To: Governing Body, Quality of Life Committee

From: Marci Eannarino, Manager of Legislation and Policy Innovation ME
Palmer Anderson, Policy Analyst PALMER ANDERSON
Christine Spiers, Legislative Coordinator CMS

Via: Marcos Martínez, Interim City Attorney MM

RE: Amending SFCC Section 23-6 to Remove Resolution Requirement for Alcohol Sales on City Property

---

EXECUTIVE SUMMARY:

The proposed Ordinance would remove the requirement for a resolution to approve the sale of alcoholic beverages on City of Santa Fe's ("City") property. Instead of requiring a resolution for each event, the bill proposes that prior to the Governing Body's approval, the City Clerk would review applications for sale and/or consumption of alcohol on City property and would make a written recommendation for approval specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, and the required permits and insurance. After the City Clerk's review of the applications and recommendation for approval of the event, the Governing Body's motion for approval would be recorded in the minutes of a regular Governing Body meeting. Lastly, the City Clerk's recommendation would take place at least thirty (30) days prior to the event.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-8

INTRODUCED BY:

Councilor Alma Castro

A BILL

AMENDING SECTION 23-6, SFCC 1987 TO REMOVE THE RESOLUTION REQUIREMENT FOR THE PURPOSE OF APPROVING SALES AND CONSUMPTION OF ALCOHOL AT PUBLIC EVENTS ON CITY PROPERTY AND REQUIRING THAT GOVERNING BODY APPROVAL BE RECORDED IN REGULAR GOVERNING BODY MINUTES UPON THE CITY CLERK'S RECOMMENDATION FOR APPROVAL.

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

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2021-14, § 1, as amended) is amended to read:

23-6.2 – Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

(1) The Santa Fe Community Convention Center and adjacent outdoor spaces under the center's control;

(2) That area of the Santa Fe Regional Airport main terminal building and adjacent areas operated as a restaurant;

underscored material = new [bracketed material] = delete

(3) The Marty Sanchez links de Santa Fe (golf course);

(4) Buildings owned by another party located on land owned by the city;

(5) On land or buildings owned by the city, located within the Santa Fe Railyard, as described in the Railyard Master Plan, for which the city has entered into a lease with another party for six (6) months or more except for the Railyard Park, Plaza and Alameda (as defined in the amended and restated Deed of Conservation Easement dated May 30, 2018) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2 SFCC 1987;

(6) On land or buildings owned by the city for which the city has entered into a lease with another party; and

(7) In or on railroad cars located on railroad tracks except as prohibited by state or federal law; and

(8) During professional baseball games, the area of Fort Marcy ballpark designated for concessions and seating;

(9) The governing body shall review the amendment to paragraph (6) above, removing a six (6) month minimum lease duration, contained in Ordinance 2021-14, three (3) years from the date of adoption.

B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer and wine.

C. Consistent with NMSA 1978, Section 60-6A-12, [~~T~~]the governing body may approve by [~~resolution~~] motion, to be recorded in the minutes of a regular governing body meeting, the sale and consumption of alcohol at all other locations on city property, except within the plaza as defined by subsection 23-5.1(S). Such approval may be granted following the city clerk's review of the applicant's relevant permits, licenses, and insurance, and the city clerk's recommendation for approval. The [~~resolution~~] clerk's

written recommendation for approval shall specify[~~ing~~] the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance. The governing body's approval shall [~~be adopted~~] occur at least thirty (30) days in advance of the event. The [~~resolution~~] recommendation shall be limited to authoriz[~~ation~~]e [~~for~~] a single event [~~, unless otherwise stated in the resolution~~].

D. All other applicable approvals required by state or city laws and regulations shall be obtained prior to the sale or consumption of alcoholic beverages on the property described in this subsection 23-6.2.

[~~E. As a response to the May 27, 2020, public health order issued by the New Mexico Department of Health allowing limited outdoor dining service for qualified restaurants, and to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been designated and approved for temporary use by a current liquor licensee may occur pursuant to the following limitations:~~

~~1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars ($1,000,000.00) and a liquor liability policy in the amount of two million dollars ($2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.~~

~~2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.~~

~~3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico Regulation and Licensing Department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.~~

~~4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.~~

~~5. Unless extended by ordinance or resolution, any license or permit issued pursuant to this subsection shall expire on October 31, 2021.~~]

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 (Mar 3, 2026 14:28:09 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Amending Section 23-6 to Remove Resolution Requirement for Alcohol Sales on City Property

FIR No. 10736.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Amending section 23-6 of Santa Fe City Code to Remove Resolution Requirement for sale of Alcohol on City Property

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Attorney's Office, City Clerk's Office

Staff Completing FIR: Marci Eannarino, Manager of Legislation and Policy Innovation; Palmer Anderson, Policy Analyst; Christine Spiers, Legislative Coordinator

Date: 1/29/2026 **Phone:** (505) 955-6563

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Mar 3, 2026 14:28:09 MST) **Date:** 03/03/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 4, 2026 08:51:49 MST) **Date:** 03/04/2026

Summary:
The proposed Ordinance would remove the requirement for a resolution to approve the sale of alcoholic beverages on City of Santa Fe's ("City") property. Instead of requiring a resolution for each event on City property, the bill proposes that prior to the Governing Body's approval, the City Clerk would review applications for sale and/or consumption of alcohol on City property and would make a written recommendation for approval specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, and the required permits and insurance. After the City Clerk's review of the applications and recommendation for approval of the event, the Governing Body's motion for approval would be recorded in the minutes of a regular Governing Body meeting. Lastly, the City Clerk's recommendation would take place at least thirty (30) days prior to the event.

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Governing Body will continue to have to approve the sale and consumption of alcoholic beverages on city property through the approval of a Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
Adopting this ordinance would improve the efficiency the Office of Legislation and Policy Innovation by reducing the time spent on drafting, tracking, and finalizing alcohol approval resolutions. It is possible this change could also improve the efficiency for constituents who are applying to serve and/or sell alcohol on City property.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Marci Annarino

Email: maeannarino@santafenm.gov

Signature: Patricia Anderson

Email: pcanderson@santafenm.gov

Signature: CHRISTINE SPIERS

Email: cmspiers@santafenm.gov

Date: February 18, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Alan G. Hook, Water Resources Coordinator AGH

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach
Jonathan Montoya, Interim Water Division Director JM
William Schneider, Water Resources Supervisor WHS

RE: Acceptance of a Loan and Grant Funding from the New Mexico Water Trust Board in the amount of $2,500,000 for the McClure Dam Repair Project, Water Trust Board Project No. WFP-6613

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $1,000,000 as well as a grant of $1,500,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $2,500,000, would finance the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 § 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-05

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Pilar Faulkner

A BILL

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 $2,500,000, INCLUDING A LOAN IN THE AMOUNT OF $1,000,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING MCCLURE DAM TO THE OUTLET CONDUIT AND SPILLWAY, 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

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

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.

Capitalized terms used in the following recitals have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee 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 §§ 3-1-1 through 3-66-11, as amended, and 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 35, Laws 2025, being House Bill 206 of the 2025 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/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; 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/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to

the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; 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/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant 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/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant 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/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee 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/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee 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/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $500,000.

"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/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico

Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee 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/Grant 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/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee 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/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $1,500,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower/Grantee (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/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $1,000,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $2,500,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee 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/Grant 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/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee 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/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee 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/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant 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/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues

to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant 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/Grantee 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 needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant 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/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant 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/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee,

and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

E. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

F. The Borrower/Grantee 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/Grant Agreement.

Section 5. Loan/Grant 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/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $1,500,000 and borrowing the Loan Amount of $1,000,000 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/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $1,500,000 and the Loan shall be in the amount of $1,000,000. 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/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant 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/Grant 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/Grant Agreement. The execution of the Loan/Grant 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/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant 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/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee 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/Grant funds as provided in the Loan/Grant 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/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee 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/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee 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/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant 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/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan/Grant 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/Grant 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/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant 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/Grantee kept for that purpose, authenticated by the signatures of the

Mayor and City Clerk of the Borrower/Grantee, 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. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Ordinance for Publication*]

CITY OF SANTA FE, NEW MEXICO

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____, duly adopted and approved by the Governing Body of the City of Santa Fe, New Mexico on _____, 2026. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The title of the Ordinance is:

AN ORDINANCE 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 $2,500,000, INCLUDING A LOAN IN THE AMOUNT OF $1,000,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE DESIGNING MCCLURE DAM TO THE OUTLET CONDUIT AND SPILLWAY, 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.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

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 (Mar 3, 2026 16:21:27 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/6613 McClure Dam Loan/Grant Agreement $2,500,000

10741.0

Attachment A

$2,500,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

_____,2026

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated _____,2026, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§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 NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $1,000,000 from the Lender/Grantor and to accept a grant in the amount of $1,500,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 12, 2024 and January 21, 2025 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2025, being House Bill 206 of the 2025 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 this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this 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). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee 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 this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee 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/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $500,000.

"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/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"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" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"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 of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, 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/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $1,500,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

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 Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $1,000,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $2,500,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"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.

"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 Borrower/Grantee 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 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 Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee 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. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on _____, 2026, authorizing the acceptance of the Loan/Grant, approving

this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"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/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee 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.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee 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/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this 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.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee 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 Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, 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) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end-users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this 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.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient

to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the Project or System designed during its Useful Life; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project will be conducted and completed and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, 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 demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee 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. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, 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 or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the

Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project will be conducted and completed; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee 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 Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated

during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee 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. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee 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 Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee 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 make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Project shall be designed to have a structural and material design life of the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on December 31, 2025 and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee 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 and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody

and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA 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 Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee 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/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable 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, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor 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 Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(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 Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee 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 prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee 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 Borrower/Grantee 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 Borrower/Grantee 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 prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor 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 obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) 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 Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 Borrower/Grantee or the Lender/Grantor 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 Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor 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. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur 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 Borrower/Grantee herein contained, the Borrower/Grantee 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 such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

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 Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor 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 Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this 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 Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, 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 Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee

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 11.7 Execution in Counterparts. This 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 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 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 Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee 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.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee 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 Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:
CITY OF SANTA FE, SANTA FE COUNTY,
NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

By_____
Marcos Martíez, Interim City Attorney

EXHIBIT "A"

TERM SHEET

$2,500,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is storage, conveyance or delivery of water to end-users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of designing McClure Dam to outlet conduit and spillway, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$1,500,000
Loan Amount:	$1,000,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696, NMED Loan CWSRF 140, DW-6522
Outstanding Parity Obligations:	WPF-6316 WPF-6315 WPF-6314
Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted _____, 2026
Additional Funding Amount:	$500,000
Closing Date:	_____,2026

Project Account Amount: $2,500,000

Expense Account Deposit: $0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $2,500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6613 Closing Date: _____,2026

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Santa Fe **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6613 **Project Name**: McClure Dam repair project **Project Type**: Design

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan 40% Grant 60% Match $500,000

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE: **Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $2,500,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6613

Closing Date: _____,2026

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased 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/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant 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, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025

2. Ordinance No. _____ adopted on _____, 2026, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Pledge Revenue Certificate

7. Final Opinion of Counsel for the Borrower/Grantee

8. Final Opinion of Bond Counsel for the Borrower/Grantee

9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

10. NMFA Application and Project Approval (informational only)

FIR No. 10741.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): 6613- Water Project Fund Loan & Grant Agreement for $2.5 million toward McClure Dam

Sponsor(s): Councilor Amanda Chavez and Councilor Pilar Faulkner

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator
Date: 2/19/2026 **Phone:** (505) 955-4205

Reviewed by City Attorney: Marcos Martinez (Mar 3, 2026 16:21:27 MST) **Date:** _____

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 4, 2026 08:50:11 MST) **Date:** 03/04/2026

Summary:
The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $1,000,000 as well as a grant of $1,500,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $2,500,000, would finance the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 Section 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

Departments Affected:
Public Utilities Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize funds for a total of $2,500,000 in the form of a loan of $1,000,000 and a grant of $1,500,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The City of Santa Fe has executed two other loan/grant funding agreements from the Water Project Fund. Also, another loan/grant agreement is moving through the governing body approval process now, and the agreement should be executed in June 2026. This will be the fourth loan/grant funding agreement received from the Water Project Fund from the FY24-25 funding cycles and City of Santa Fe Water expects to utilize requisitions for invoices in FY26 through FY28 for the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of two million five hundred thousand dollars ($2,500,000) for the purpose of financing the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. These funds take the form of two agreements – a loan for one million dollars ($1,000,000) and a grant for one million five hundred thousand dollars ($1,500,000). The loan portion of the agreement is to be paid back within 20 years at an interest rate of 0.025%.

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	$2,500,000	$	$		NR	505	
Operating	$	$	$51,322.88				$
Total:	$2,500,000	$	$				$

Expenditure Narrative:
The City will spend both portions of the agreement—the grant portion will be one million five hundred thousand dollars ($1,500,000), while the loan portion will be one million dollars ($1,000,000), with a grand total of two million five hundred thousand dollars ($2,500,000). The payment to the contractor will occur in FY2026 for expenditures that occurred after the award letter, dated June 5, 2025. The loan repayment begins June 1, 2028 and will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the $1,000,000 portion of the loan debt. The interest expenditure on the $1,000,000 loan will be in the total amount of $26,458 by FYE 2047.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 2,500,000	$	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$2,500,000	$	$		

Revenue Narrative:

Should the Governing Body adopt this bill, the City will receive one million five-hundred thousand dollars ($1,500,000) grant funding and one million dollars ($1,000,000) in loan funding for a total of two million five-hundred thousand dollars ($2,500,000) to support water project funds toward the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway.

Signature: 

Email: jdroach@santafenm.gov

Signature: JONATHAN MONTOYA
JONATHAN MONTOYA (Mar 4, 2026 10:26:15 MST)

Email: jmmontoya@santafenm.gov

Signature: WALLAM SCHNEIDER

Email: whschneider@santafenm.gov

Signature: Alan Hook

Email: aghook@santafenm.gov

DATE: February 26, 2026

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Andrea Phillips, Acting Finance Director
ANDREA PHILLIPS

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending December 31, 2025 (Second Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and

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

$60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $89,894,677 and a net increase to the overall revenue budget of $72,446,915. The resulting net expenditure increase of $17,447,762 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

APPROVING BUDGET AMENDMENTS AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las

Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

WHEREAS, the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("the Waste Management Agency") requires that the Waste Management Agency recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

WHEREAS, the BDD Board and the Waste Management Agency have approved Second Quarter adjustments for their respective budgets and these adjustments have been incorporated into the City's proposed Second Quarter Budget amendments; and

WHEREAS, a Second Quarter Review of the Fiscal Year 2026 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste Management Agency's Board have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it approves the budget amendments for the BDD Board and the Waste Management Agency's Board.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the Second Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 4, 2026 16:12:17 MST)

MARCOS MARTINEZ, INTERIM CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

EXHIBIT A

CITY OF SANTA FE

2nd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2025/26 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from General Fund available balance to fund amounts remaining on unexpired prior year contracts for the Affordable Housing Trust Fund *[CC apvd. 12/10/25 #9-hh]*	$ 3,070,059	$ -	$ (3,070,059)
100	General Fund	Appropriation from prior year one-time funding for operational and planning priorities within the Planning and Land Use Department *[CC apvd. 10/8/25, #10-a]*	1,225,850	-	(1,225,850)
100	General Fund	Appropriation from NM DFA grant funding for Shelby pedestrian bridge replacement *[CC apvd. 10/29/25 #9-q]*	1,000,000	-	(1,000,000)
100	General Fund	Appropriation from available balance to fund the Ambulance Supplemental Payment Program intergovernmental transfers *[CC apvd. 11/12/25, #9-h]*	833,229	-	(833,229)
100	General Fund	Appropriation from available prior year General Fund reserves to support continuation of audit support services *[CC apvd. 10/29/25, #9-hh]*	500,000	-	(500,000)
100	General Fund	Re-appropriation from unspent prior year balance to provide homebuyer/owner support services *[CC apvd. 10/29/25 #9-y]*	168,568	-	(168,568)
100	General Fund	Appropriation from available balance to cover operating expenses for Municiapl Court *[CC apvd. 10/29/25, #9-w]*	92,509	-	(92,509)
212	Economic Development	Re-appropriation of unspent prior year one time funding for various ongoing Economic Development projects *[CC apvd. 10/29/25, #9-x]*	1,584,933	-	(1,584,933)
212	Economic Development	Re-appropriation from unspent FY25 funding for ongoing Community Development programs *[CC apvd. 12/10/25, #9-z]*	994,887	-	(994,887)
213	Lodgers' Tax Fund	Appropriation from available Lodger's Tax Fund reserves for ongoing Arts & Culture initiatiaves *[CC apvd. 12/10/25, #9-ff]*	440,000	-	(440,000)
221	Emergency Services	Appropriation of NM DFA grant for vehicle purchases *[CC apvd. 10/29/25, #9-L, -m]*	2,425,000	2,425,000	-
221	Emergency Services	Appropriation of US DHS Homeland Security Grant Program funding *[CC apvd. 12/10/25, #9-q]*	522,980	522,980	-
221	Emergency Services	Appropriation of DFA grant for training, equipment, and software *[CC apvd. 10/08/25, #9-h]*	100,000	100,000	-
221	Emergency Services	Appropriation of NM DHSEM Hazardous Mitigation Grant program for the Cerro Gordo Culvert Improvements Design Project *[CC apvd. 11/12/25, #9-d]*	37,259	37,259	-
223	Law Enforcement	Appropriation from FY25 GRT earned in excess of budgeted estimates to fund the Animal Services Emergency contract amendment *[CC apvd. 12/10/25, #9-cc]*	500,000	-	(500,000)
223	Law Enforcement	Adjustment to reduce NM CYFD Juvenile Justice grant due to State budget cuts *[CC apvd. 10/29/25, #9-cc]*	(97,520)	(97,520)	-
231	City Drainage Fund	Appropriation of NM DHSEM Hazardous Mitigation Grant program for the Cerro Gordo Culvert Improvements Design Project *[CC apvd. 11/12/25, #9-d]*	759,885	569,914	(189,971)
232	Impact Fees Fund	Allocation of NM DOT grant and roads impact fees for the Henry Lynch Road Reconstruction CIP project [CC apvd. 10/29/25, #9-i]	112,000	-	(112,000)
240	Community Development	Re-appropriation of unspent prior year grant funding for professional contracts *[CC apvd. 10/8/25, #9-f, -g, -dd]*	6,974,235	-	(6,974,235)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
240	Community Development	Appropriation from General Fund available balance to fund amounts remaining on unexpired prior year contracts for the Affordable Housing Trust Fund *[CC apvd. 12/10/25 #9-hh]*	3,070,059	3,070,059	-
240	Community Development	Re-appropriation of remaining FY25 balance to fund Affordable Housing Trust Fund contracts in FY26 *[CC appvd. 11/12/25, #9-m]*	1,613,334	-	(1,613,334)
256	Recreation Fund	Re-appropriation of unspent prior year funding to fund temporary salaries for the Afterschool Program *[CC apvd. 10/29/25, #9-ee]*	200,000	-	(200,000)
256	Recreation Fund	Re-appropriation of unspent prior year budget for professional contracts *[CC apvd. 10/8/25, #9-g]*	30,856	-	(30,856)
320	CIP Facilities	Appropriation of NM DFA grant for Fire station facilities improvements *[CC apvd. 10/29/25, #9-k, -n, -v]*	4,301,550	4,301,550	-
320	CIP Facilities	Appropriation of NM DFA grant for the Main Library Preservation project *[CC apvd. 12/10/25, #9-t]*	231,300	231,300	-
320	CIP Facilities	Appropriation of NM DFA grant for improvements to the GCCC *[CC apvd. 11/12/25, #9-e]*	99,000	99,000	-
320	CIP Facilities	Appropriation of NM DFA grant funding for improvements to the Fogelson Library complex *[CC apvd. 10/29/25, #9-t]*	99,000	99,000	-
330	CIP Streets & Roadways	Appropriation of NM DFA grant funding for Rufina/Lopez Lane intersection improvements *[CC apvd. 12/10/25, #10-h]*	400,000	400,000	-
330	CIP Streets & Roadways	Allocation of NM DOT grant and roads impact fees for the Henry Lynch Road Reconstruction CIP project *[CC apvd. 10/29/25, #9-i]*	112,000	112,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Shelby pedestrian bridge replacement *[CC apvd. 10/29/25 #9-q]*	1,000,000	1,000,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Fort Marcy baseball field improvements *[CC apvd. 10/29/25 #9-o]*	500,000	500,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for citywide improvements to parks *[CC apvd. 12/10/25 #9-o]*	150,097	150,097	-
365	½% GRT Income Fund	Appropriation from 2025 GO Bond proceeds for various paving projects citytwide *[CC apvd. 10/8/25, #10-b]*	10,000,000	10,000,000	-
400	Debt Service Fund	Appropriation from 2025 GO Bond proceeds for various paving projects citytwide *[CC apvd. 10/8/25, #10-b]*	10,000,000	-	(10,000,000)
400	Debt Service Fund	Appropriation from 2025 General Obligation Bond proceeds for the 2025 GO Bond Issue *[CC apvd. 10/29/25, #9-gg]*	255,430	25,255,429	24,999,999
500	Waste Water Management	Appropriation from available balance to fund on-call construction services *[CC apvd. 12/10/25, #9-h, -g, -w]*	3,523,017	-	(3,523,017)
500	Waste Water Management	Appropriation from available balance for ongoing sewer line rehabilitation projects *[CC apvd. 12/10/25, #9-x]*	1,463,041	-	(1,463,041)
500	Waste Water Management	Appropriation from available balance to extend on-call engineering services contracts *[CC apvd. 10/29/25, #9-r, 12/10/25, #9-e, -w]*	946,200	-	(946,200)
500	Waste Water Management	Appropriation to fund the reclassification of various positions across Water and Wastewater divisions *[CC apvd. 10/08/25, #9-b]*	554,222	-	(554,222)
500	Waste Water Management	Appropriation to fund operator certification retention incentives *[CC apvd. 11/12/25, #9-f]*	63,516	-	(63,516)
505	Water Management	Appropriation from available balance for on-call engineering services for Water CIP projects *[CC apvd. 12/10/25, #9-k, -L, -m]*	4,545,000	-	(4,545,000)
505	Water Management	Appropriation to fund the reclassification of various positions across Water and Wastewater divisions *[CC apvd. 10/08/26, #9-b]*	451,273	-	(451,273)
505	Water Management	Appropriation to fund operator certification retention incentives *[CC apvd. 11/12/25, #9-f]*	113,033	-	(113,033)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
530	Municipal Recreation Complex	Appropriation of DFA grant for the MRC Soccer Valley Improvements project *[CC apvd. 10/29/25, #9-n]*	3,000,000	3,000,000	-
530	Municipal Recreation Complex	Appropriation of DFA grant for MRC irrigation upgrades *[CC apvd. 10/29/25, #9-q]*	200,000	200,000	-
540	Transit Bus System	Appropriation of US DOT/FTA grant/local match to replace Transit buses *[CC apvd. 12/10/25, #10-b]*	1,009,146	807,316	(201,830)
540	Transit Bus System	Appropriation of US DOT/FTA grant for bus purchases *[CC apvd. 10/8/25, #9-c]*	159,545	159,545	-
545	Airport	Appropriation of NM DFA grant for phase II of the Airport Terminal Expansion project *[CC apvd. 10/8/25, #9-d]*	584,100	584,100	-
545	Airport	Appropriation from available revenue for various ongoing Airport projects and repairs *[CC apvd. 10/29/25, #9-j]*	510,214	-	(510,214)
545	Airport	Appropriation of US DOT/FAA Airport grant for the design of the first phase of the Airport lighting vault *[CC Apvd. 10/29/25, #9-g]*	249,450	249,250	(200)
545	Airport	Appropriation of US DOT/FAA Airport grant for the rehabilitation of taxiway F-design *[CC Apvd. 10/29/25, #9-e]*	90,193	90,193	-
550	Genoveva Chavez Community Ctr	Transfer from Teen Center remodel and replacement budget for repairs to the GCCC Ice Arena *[CC apvd.10/29/25, #9-ff]*	175,000	175,000	-
600	Risk Management	Appropriation to fund frozen Risk and Safety Compliance Officer position *[CC apvd. 10/29/25, #9-ii]*	90,103	-	(90,103)
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 71,033,553***	***$ 54,041,472***	***$ (16,992,081)***

CITY OF SANTA FE

2nd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [B]

AMENDMENTS TO FY 2025/26 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A), (B) AND (G)

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation of unspent prior year budget for capital projects in the Community Health and Safety Department	$ 156,718	$ -	$ (156,718)
100	General Fund	Re-appropriation of unspent prior year budget to update Human Resources rules and regulations	60,000	-	(60,000)
100	General Fund	Adjustment to ITT internal service charges to Public Works for hardware purchases	3,422	3,422	
212	Economic Development	Transfer from City Manager's office budget to support the December Guadalupe Walk event	10,000	10,000	-
213	Lodgers' Tax Fund	Appropriation of available fund balance for Visit Santa Fe programs and events and grant services	91,630	-	(91,630)
213	Lodgers' Tax Fund	Appropriation for ongoing Visit Santa Fe advertising projects	35,000	-	(35,000)
213	Lodgers' Tax Fund	Re-appropriation of unspent prior year NM Tourism grant budget for Visit Santa Fe	30,000	30,000	-
213	Lodgers' Tax Fund	Appropriation of prior year CCC Gallery funds and Lodger's Tax earned in excess of budgeted estimates for ongoing Community Gallery programming and initiatives	25,068	-	(25,068)
221	Emergency Services	Re-appropriation of unspent prior year grant funding for Emergency Management projects	26,353	26,353	-
221	Emergency Services	Adjustment to re-budget remaining portion of US DHS Emergency Management Hazard Mitigation Grant program	16,734	16,734	-
221	Emergency Services	Re-appropriation of unspent prior year NM DPS grant for Honor Guard teams	13,999	13,999	-
232	Impact Fees Fund	Appropriation from available balance to update the Impact Fee Capital Improvements Plan	45,421	-	(45,421)
232	Impact Fees Fund	Allocation of roads impact fees for the Agua Fria/Cottonwood Intersection CIP project	21,910	-	(21,910)
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for small business support, job training services, youth services, and public wifi	2,669,211	-	(2,669,211)
240	Community Development	Adjustment to NM Tourism Keep Santa Fe Beautiful Grant based on final award	19,501	19,501	-
241	Senior Citizen Grants/Programs	Re-appropriation of unspent prior year budget for remodeling work at the Mary Esther Gonzales Senior Center	73,644	-	(73,644)
251	Library Fund	Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment	179,920	179,920	-
260	Santa Fe Film Office	Re-appropriation from prior year budget to cover dues expenses	27,526	-	(27,526)
260	Santa Fe Film Office	Re-appropriation from unspent prior year budget to cover various operating expenses	9,039	-	(9,039)
320	CIP Facilities	Appropriation from available balance for repairs at the Convention Center bell tower elevator	60,000	60,000	-
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Agua Fria/Cottonwood Drive Intersection CIP project	21,910	21,910	-
345	CIP Community Development	Re-appropriation of unspent prior year budget for ongoing Affordable Housing projects	844,469	-	(844,469)
365	½% GRT Income Fund	Appropriation from available balance to update the Impact Fee Capital Improvements Plan	45,421	45,421	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
500	Waste Water Management	Adjustment of ITT internal service charges to Wastewater Division for hardware purhcases	15,600	-	(15,600)
505	Water Management	Appropriation for on-call engineering services for Water CIP projects	5,996,169	-	(5,996,169)
505	Water Management	Appropriation for the purchase of a new dump truck	48,000	-	(48,000)
505	Water Management	Appropriation from available balance to fund repairs to McClure Reservoir	35,311	-	(35,311)
510	Environmental Services	Re-appropriation of unspent prior year budget for ongoing CIP projects	358,726	-	(358,726)
520	Santa Fe Convention Center	Appropriation of prior year CCC Gallery funds and Lodger's Tax earned in excess of budgeted estimates for ongoing Community Gallery programming and initiatives	60,000	25,068	(34,932)
520	Santa Fe Convention Center	Appropriation from available balance for repairs at the Convention Center bell tower elevator	60,000	-	(60,000)
540	Transit Bus System	Re-appropriation of unspent prior year budget for bus stop solar lighting	45,000	-	(45,000)
545	Airport	Adjustment to re-budget remaining portion of NM DOT/NM DFA/US FAA grants for ongoing projects	2,039,628	15,437,674	13,398,046
620	Services to Other Departments	Adjustment of ITT internal service charges to Wastewater Division for hardware purchases	15,600	15,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Utility Customer Service for software purchases	14,850	14,850	-
620	Services to Other Departments	Adjustment to ITT internal service charges to Community Services for hardware for Youth and Family Division employees	5,000	5,000	-
620	Services to Other Departments	Adjustment to ITT internal service charges to Facilities Division for hardware purchases	3,422	3,422	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	2,500	2,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Community Engagement for mobile phone purchase/communications charges	2,550	2,550	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Parks Division for hardware purhcase	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchase	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Human Resources for computer hardware purchases	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 13,194,052***	***$ 15,938,724***	***$ 2,744,672***

CITY OF SANTA FE

2nd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2025/26 BUDGET

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Re-appropriation of unspent prior year BDD Repair & Replacement Fund budget for various ongoing BDD projects	$ 2,253,916	$ 2,253,916	$ -
801	BDD Repair & Replacement Fund	Re-appropriation of unspent prior year BDD Repair & Replacement Fund budget for various ongoing BDD projects	2,253,916	-	(2,253,916)
810	SF Solid Waste Mgmt Agency	Re-appropriation of unspent prior year budget for contracted audit, maintenance and compliance services	392,674	-	(392,674)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for household hazardous waste collection services	155,000	-	(155,000)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a non-potable water truck	144,139	144,139	-
810	SF Solid Waste Mgmt Agency	Appropriation from available balance to fund general construction services for the customer unloading area improvements at the Buckman Road Recycling and Transfer Sation	68,664	68,664	-
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Gas Collection Reserve Fund for the Caja del Rio Landfill Gas Collection System	39,830	-	(39,830)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for Landfill scale maintenance	13,000	-	(13,000)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a non-potable water truck	144,139	-	(144,139)
812	SWMA Gas Collection Reserve	Appropriation from SWMA Gas Collection Reserve Fund for the Caja del Rio Landfill Gas Collection System	133,130	-	(133,130)
816	SWMA CIP Fund	Appropriation from available balance to fund general construction services for the customer unloading area improvements at the Buckman Road Recycling and Transfer Sation	68,664		(68,664)
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 5,667,072***	***$ 2,466,719***	***$ (3,200,353)***

CITY OF SANTA FE

2nd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2025/26 BUDGET BY FUND

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 7,110,355	$ 3,422	$ (7,106,933)
212	Economic Development	2,589,820	10,000	(2,579,820)
213	Lodgers' Tax Fund	621,698	30,000	(591,698)
221	Emergency Services	3,142,325	3,142,325	-
223	Law Enforcement	402,480	(97,520)	(500,000)
231	City Drainage Fund	759,885	569,914	(189,971)
232	Impact Fees Fund	179,331	-	(179,331)
240	Community Development	14,346,340	3,089,560	(11,256,780)
241	Senior Citizen Grants/Programs	73,644	-	(73,644)
251	Library Fund	179,920	179,920	-
256	Recreation Fund	230,856	-	(230,856)
260	Santa Fe Film Office	36,565	-	(36,565)
320	CIP Facilities	4,790,850	4,790,850	-
330	CIP Streets & Roadways	533,910	533,910	-
345	CIP Community Development	844,469	-	(844,469)
355	CIP Parks and Trails	1,650,097	1,650,097	-
365	½% GRT Income Fund	10,045,421	10,045,421	-
400	Debt Service Fund	10,255,430	25,255,429	14,999,999
500	Waste Water Management	6,565,596	-	(6,565,596)
505	Water Management	11,188,786	-	(11,188,786)
510	Environmental Services	358,726	-	(358,726)
520	Santa Fe Convention Center	120,000	25,068	(94,932)
530	Municipal Recreation Complex	3,200,000	3,200,000	-
540	Transit Bus System	1,213,691	966,861	(246,830)
545	Airport	3,473,585	16,361,217	12,887,632
550	Genoveva Chavez Community Ctr	175,000	175,000	-
600	Risk Management	90,103	-	(90,103)
620	Services to Other Departments	48,722	48,722	-
800	Buckman Direct Diversion	2,253,916	2,253,916	-
801	BDD Repair & Replacement Fund	2,253,916	-	(2,253,916)
810	SF Solid Waste Mgmt Agency	813,307	212,803	(600,504)
811	SWMA Equip Replacement Fund	144,139	-	(144,139)
812	SWMA Gas Collection Reserve	133,130	-	(133,130)
816	SWMA CIP Fund	68,664	-	(68,664)
QUARTERLY TOTAL - ALL FUNDS		***$ 89,894,677***	***$ 72,446,915***	***$ (17,447,762)***

FIR No. TBD

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ___X_____

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez ____ Date: 2/26/2026___ Phone: (505) 629-3063_____

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Mar 4, 2026 16:12:17 MST) Date: 03/04/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 5, 2026 12:40:18 MST) Date: 03/05/2026

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request Department of Finance Authority to approve Second Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 2nd Quarter FY 2025-26 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

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

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

FIR No. 10746

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez, Senior Budget Analyst **Date:** 2/26/26 **Phone:** (505)629-3063

Reviewed by City Attorney: _____ **Date:** _____

Reviewed by Finance Director: _____ **Date:** _____

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request Department of Finance Authority to approve Second Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 2nd Quarter FY 2025-26 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

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

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

CITY OF SANTA FE

Memorandum

Date: February 16, 2026

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

From: Brian Moya, Interim City Manager BM

RE: Reorganization of City Departments

EXECUTIVE SUMMARY:

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
2) A reorganization of various City departments into new code locations; and
3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and
   eliminating the Community Development Department; and
2) Establishing the Emergency Management Department: and
3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
5) Creating the TOURISM Santa Fe Department; and
6) Establishing a new "Regional Airport Department"; and
7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".

CITY OF SANTA FE

Memorandum

ATTACHMENTS:

Bill, including Exhibit A, “City of Santa F Organizational Chart: Subsection 2-8.1”
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-3

INTRODUCED BY:

Mayor Michael Garcia

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, AND 2-8.15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A ; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION, AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 2-8.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT AND CHANGING THE NAME FROM OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 2-8.5 CREATE A NEW DEPARTMENT THE "ECONOMIC DEVELOPMENT DEPARTMENT" AND TO INCLUDE THE ARTS AND CULTURE DIVISION AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT THE "LAND USE DEPARTMENT"

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

AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION; AMENDING SECTION 2-8.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW "REGIONAL AIRPORT DEPARTMENT"; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

Section 1. Moving "Finance Department" without amendments from Section 2-8.1 of SFCC 1987 to Section 2-8.2, and amending 2-8.1 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Finance Department" from Section 2-8.1 to Section 2-8.2, SFCC 1987 is omitted for readability. To view "Finance Department" without amendments, see bill Section 2.*

2-8.1 – [~~Finance Department~~] General Provisions.

Section 2-8.1 contains general provisions for city departments.

A. Definitions.

Department. A department is the highest organizational unit in the city.

Division. A division is the organizational unit located directly below a department.

B. Organizational structure.

The organizational structure of the city is represented in Exhibit A and may include considerations such as but not limited to supervisorial structure, services, and budget.

Section 2. Moving "Community Health and Safety Department" with amendments from Section 2-8.2 of SFCC 1987 to Section 2-8.3, retaining language from current Section 2-8.1 "Finance Department" (being Ord. No. 2020-22 §3, as amended), and amending Section

2-8.2 (being Ord. No. 2025-8, as amended) as follows:

2-8.2 – [~~Community Health and Safety Department~~]. Finance Department.

Bill drafters' note: *Strikethrough showing relocation of "Community Health and Safety Department" from Section 2-8.2, SFCC 1987 is omitted for readability. To view proposed amendments to the "Community Health and Safety Department", SFCC 1987, see bill Section 3.*

A. Creation of department. There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) Position Established. The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) Duties. The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in the finance officer's possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in the

finance officer's care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) Reports to Governing Body. The finance officer shall be responsible and report to the governing body through the city manager.

(4) Records Open for Inspection. The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

Section 3. Removing "Community Development Department" from Section 2-8.3 of SFCC 1987, amending current Section 2-8.2 "Community Health and Safety Department" (being Ord. No. 2025-8, § 1, as amended), and amending Section 2-8.3 (being Ord. No. 2020-22, as amended) as follows:

2-8.3 – [~~Community Development Department~~]

[~~There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, planning and land use department, TOURISM Santa Fe department, and the arts and culture department.~~]

Community [~~Health and Safety~~] Services Department.

[~~A.~~] Creation of Department. There is created a department of city government to be known as the "community [~~health and safety department", which includes, but is not limited to, the community~~] services department" [~~and the office of emergency management~~].

[~~B. Community Services Department.~~] The community services department includes,

but is not limited to, senior services, youth and family services, recreation, and libraries.

[~~C. Office of Emergency Management.~~

~~(1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency management," shall consist of:~~

~~(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;~~

~~(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and~~

~~(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.~~

~~(2) Definitions.~~

~~*Civil emergency* means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.~~

~~*Comprehensive emergency management plan* (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.~~

~~*Curfew* means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.~~

~~*Disaster* means the occurrence of a natural catastrophe, technological accident, or~~

~~human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.~~

~~*Emergency* means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.~~

~~*Emergency management* means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.~~

~~*Emergency operations center* (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.~~

~~*Emergency plan* means an ongoing plan for responding to a wide variety of potential hazards.~~

~~*Hazard mitigation* plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.~~

~~*National Incident Management System* (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.~~

~~(3) Purpose.~~

~~(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental~~

~~agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.~~

~~(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.~~

~~(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.~~

~~(d) The office of emergency management and safety shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.~~

~~(4) Emergency manager. The emergency manager shall:~~

~~(a) Be responsible to the director of community health and safety for the organization, administration, and operation of the emergency management program of the city;~~

~~(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;~~

~~(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political~~

~~subdivisions therein;~~

~~(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;~~

~~(e) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;~~

~~(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and~~

~~(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.~~

~~(5) Financing.~~

~~(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.~~

~~(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.~~

~~(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.~~]

Section 4. Moving "Information Technology and Telecommunications Department" without amendments from Section 2-8.4 of SFCC 1987 to Section 2-8.8, amending Subsection 2-8.2(C) "Emergency Management" (being Ord. No. 2025-8, §1, as amended), and amending Section 2-8.4 (being Ord. No. 2020-22, §3, as amended) as follows:

2-8.4 – [~~Information Technology and Telecommunications~~] Emergency Management Department.

Bill drafters' note: *Strikethrough showing relocation of "Information Technology and Telecommunications Department" from Section 2-8.4 to Section 2-8.8, SFCC 1987 is omitted for readability. To view "Information Technology and Telecommunications Department", see bill Section 8.*

A. In accordance with Section NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], the "[~~office of~~] emergency management department," shall consist of:

(1) An emergency [~~manager~~] director who shall be appointed in accordance with NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], and who shall be subject to the personnel system of the city;

(2) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(3) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

B. Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the

purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to

reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

C. Purpose.

(1) The purpose of the [~~office of~~] emergency management department is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(2) The duty of the [~~office of~~] emergency management department is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(3) The [~~office of~~] emergency management department shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

(4) The [~~office of~~] emergency management department [~~and safety~~] shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.

D. Emergency [~~manager~~] director. The emergency [~~manager~~] director shall:

(1) Be responsible to the [~~director of community health and safety~~] city manager for the organization, administration, and operation of the emergency management program of the city;

(2) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(3) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(4) Develop an organizational structure for the [~~office of~~] emergency management department, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(5) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(6) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and

(7) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.

E. Financing.

(1) Funds for necessary expenses of the [~~office of~~] emergency management

department, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with NMSA 1978,Section 12-10-7 [~~NMSA 1978~~].

(2) The emergency manag[~~er~~]ment director shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(3) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

Section 5. Moving "Public Works Department" without amendments from Section 2-8.5 to Section 2-8.9 of SFCC 1987, and amending Section 2-8.5 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Works Department" from Section 2-8.5 to Section 2-8.9, SFCC 1987 is omitted for readability. To view "Public Works Department", see bill Section 9.*

2-8.5 – [~~Public Works Department~~] Economic Development Department

There is created a department of city government to be known as the "economic development department" that shall include the following divisions: the arts and culture division and the film division.

Section 6. Moving "Public Utilities Department" without amendments from Section 2-8.6 of SFCC 1987 to a newly created Section 2-8.10, and amending Section 2-8.6 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Utilities Department" from Section 2-8.6 to a newly created Section 2-8.10, SFCC 1987 is omitted for readability. To view "Public Utilities Department, see bill Section 10.*

2-8.6 – [~~Public Utilities Department~~] Planning and Land Use Department.

There is created a department of city government to be known as "planning and land use department" that shall include the affordable housing division.

Section 7. Moving "Human Resources Department" without amendments from Section 2-8.7 of SFCC 1987 to a newly created Section 2-8.11 and amending Section 2-8.7 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Human Resources Department" from Section 2-8.7 to a newly created Section 2-8.11, SFCC 1987 is omitted for readability. To view "Human Resources Department, see bill Section 11.*

2-8.7 – [~~Human Resources Department~~] TOURISM Santa Fe Department.

There is created a department of city government to be known as "TOURISM Santa Fe department".

Section 8. Moving "Police Department" without amendments from Section 2-8.8 of SFCC 1987 to a newly created Section 2-8.12, retaining language from Section 2-8.4 "Information and Telecommunications Department" (being Ord. No. 2020-22, §3, as amended) and amending Section 2-8.8 (being Ord. No. 2025-8, §2, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Police Department" from Section 2-8.8 to a newly created Section 2-8.12, SFCC 1987 is omitted for readability. To view "Police Department", see bill Section 12.*

2-8.8 – [~~Police Department~~] Information and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

Section 9. Moving "Fire Department" without amendments from Section 2-8.9 of SFCC 1987 to a newly created Section 2-8.13, retaining language from Section 2-8.5 "Public

Works Department" (being Ord. No. 2020-22, § 3, as amended), and amending Section 2-8.9 (being Ord. No. 2025-3, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Fire Department" from Section 2-8.9 to a newly created Section 2-8.13, SFCC 1987 is omitted for readability. To view "Fire Department" without amendments, see bill Section 13.*

2-8.9 – [~~Fire Department~~] Public Works Department.

There is created a department of city government to be known as the "public works department".

Section 10. [NEW SECTION] Creating Section 2-8.10 of SFCC 1987, retaining language from Section 2-8.6 "Public Utilities Department" (being Ord. No. 2020-22, § 3, as amended), to read as follows:

2-8.10 – Public Utilities Department

There is created a department of city government to be known as "public utilities department".

Section 11. [NEW SECTION] Creating Section 2-8.11 of SFCC 1987, retaining language from Section 2-8.7 "Human Resources Department" (being Ord. No. 2020-22, § 3 as amended), to read as follows:

2-8.11 – Human Resources Department.

There is created a department of city government to be known as the "human resources department".

Section 12. [NEW SECTION] Creating Section 2-8.12 of SFCC 1987, retaining language from Section 2-8.8 "Police Department" (being Ord. No. 2025-8, § 2 as amended), to read as follows:

2-8.12 – Police Department

(1) *Powers and duties generally.* Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country.

They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) *Appointment of police officers; commissions.* No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal police officers without first having received an appointment in writing, known as a "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all police officers of the department.

(3) *Training schools and examinations.*

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on the applicant's examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police

department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) *Police department reserve.*

(a) *Created.* There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

(c) *Authority.* The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

(d) *Powers and Duties.*

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

(e) *Call of Members.* When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

(f) *Requests for Assistance.* Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

(g) *Worker's Compensation.* The city shall immediately take steps to provide necessary worker's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees

or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

Section 13. [NEW SECTION] Creating Section 2-8.13 of SFCC 1987, amending language from Section 2-8.9 "Fire Department" (being Ord. No. 2025-8, § 3 as amended), to read as follows:

2-8.13 - Fire Department.

(1) *Department authority and powers.*

(a) Pursuant to NMSA 1978, Sections 3-18-1, F[.] and G[.] [~~NMSA 1978~~] and NMSA 1978, Section 3-18-11[~~B (1)~~], the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services. (d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

Section 14. [NEW SECTION] Creating Section 2-8.14 of SFCC 1987, "Santa Fe Regional Airport Department", to read as follows:

2-8.14 – Santa Fe Regional Airport Department.

There is created a department of city government to be known as the "Santa Fe regional airport department".

Section 15. [NEW SECTION] Creating Section 2-8.15 of SFCC 1987, "Metropolitan Redevelopment Agency ("MRA") Department ", to read as follows:

2-8.15 – Metropolitan Redevelopment Agency ("MRA") Department.

There is created a department of city government to be known as the "metropolitan redevelopment agency ("MRA") department".

Section 17. Section 2-14 of SFCC 1987 (being Ord. No. 1981, § 4-1-1) is hereby repealed.

Section 18. Section 2-15 of SFCC 1987 (being Ord. No. 2007-45, § 12) is hereby repealed.

Section 19. Section 2-20 of SFCC 1987 (being Ord. No. 2007-45 §20, as amended) is hereby repealed.

Section 20. Exhibit C – City Organization of SFCC 1987 is hereby repealed.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

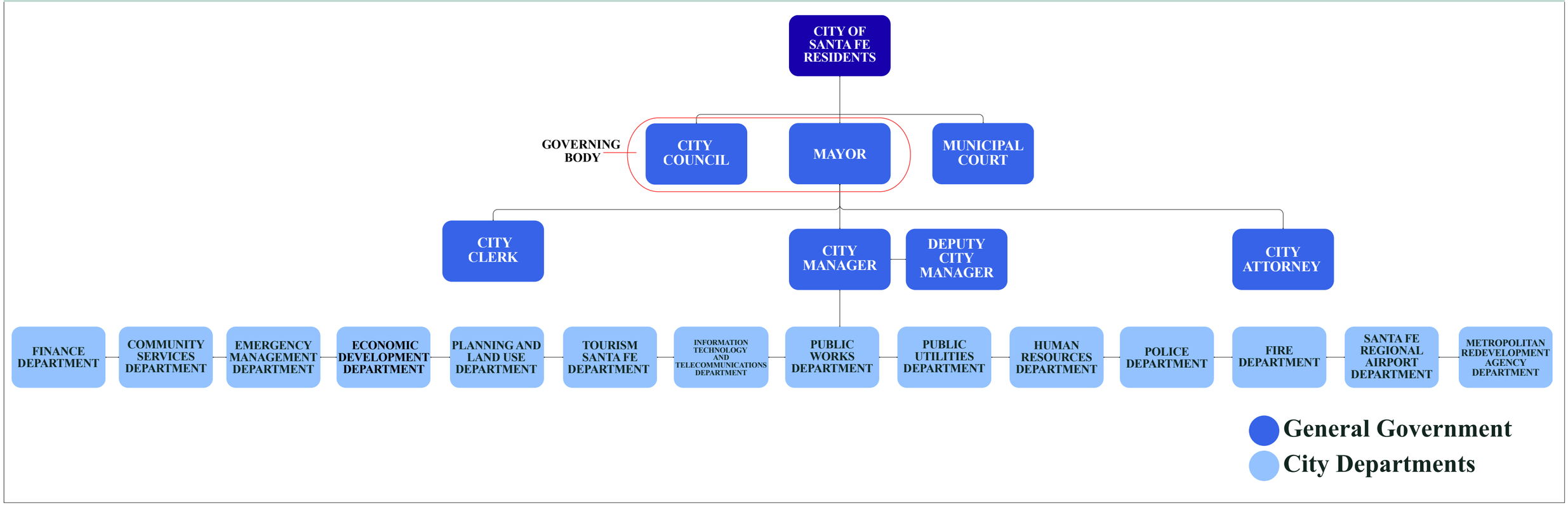
Marcos Martinez (Feb 20, 2026 10:11:53 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Reorganization of City Departments

CITY OF SANTA FE ORGANIZATIONAL CHART,
SUBSECTION 2-8.1(B)

Exhibit A



FIR No. 10732.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Reorganization of City Departments

Sponsor(s): Mayor Garcia

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Brian Moya, Interim City Manager **Date:** 2/06/2026

Phone: (505) 955-3111

Reviewed by City Attorney: Marcos Martinez (Feb 20, 2026 10:11:53 MST) **Date:** 02/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 20, 2026 11:24:25 MST) **Date:** 02/20/2026

Summary:

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
2) A reorganization of various City departments into new code locations; and
3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and
   eliminating the Community Development Department; and
2) Establishing the Emergency Management Department; and
3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
5) Creating the TOURISM Santa Fe Department; and
6) Establishing a new "Regional Airport Department"; and
7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".

Departments Affected:

See summary above for departmental restructure; City Manager's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, if this legislation is not adopted, the City's departmental structure would remain the same.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This bill reorganizes the City departmental structure established in Ordinance No. 2020-22 and 2025-8.

Performance and Administrative Implications:
This bill will result in an increase in the number of departments reporting directly to the City Manager. The changes create potential for increased operational responsiveness.

Fiscal Implications:
The proposed bill will result in the elimination of a two director positions – Community Health and Safety and Community Development Director. This will result in cost savings of $151,747 for the remainder of FY26 and S496,271 in both FY27 and FY28.

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*	$ (151,747)	$(496,271)	$(496,271)		R	100 & 212	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$(151,747)	$(496,271)	$(496,271)				$(1,144,289)

Expenditure Narrative:

Assumes that positions are eliminated as of 02/28/26 and there are no pay increases in either FY27 or FY28

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:
No Anticipated Change to Revenues

Signature:

Email: bjmoya@santafenm.gov

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

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

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

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

Date: February 19, 2025

To: Governing Body, Quality of Life Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager

Christine Spiers, Legislative Coordinator

Palmer Anderson, Policy Analyst PALMER ANDERSON

Via: Marcos Martínez, City Attorney MM

RE: Authorization for City Attorney and City Clerk to correct scrivener's errors

---

EXECUTIVE SUMMARY:

This bill would authorize the City Attorney and the City Clerk to correct scrivener's errors in resolutions, ordinances, and in the City of Santa Fe's municipal code, SFCC 1987. The bill describes scrivener's errors as misspellings, grammatical errors, numbering errors, or cross referencing errors. The scrivener's errors would be documented with a "scrivener's note" and attached to the corrected ordinance or resolution. The scrivener's note would then be included in the packet as an action item at a regular governing body meeting.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-7

INTRODUCED BY:

Councilor Jamie Cassutt

A BILL

CREATING A NEW SECTION 2-2.10 OF SFCC 1987 TO ESTABLISH CITY ATTORNEY AND CITY CLERK AUTHORITY TO CORRECT SCRIVENER'S ERRORS.

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

Section 1. [NEW SECTION] Creating Section 2-2.10 of SFCC 1987 is ordained to read:

2-2.11 – Authority to correct scrivener's errors.

A. The city attorney and city clerk are each individually authorized to correct scrivener's errors in SFCC 1987 and in ordinance or resolution.

B. For purposes of this section, a scrivener's error includes one or more of the following:

a. A misspelling;

b. A grammatical error;

c. A numbering error; or

d. A cross-referencing error;

C. A scrivener's error correction made under the authority granted by this section shall be

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

documented as follows:

a. A correction to an ordinance or resolution shall be accompanied by a scrivener's note and attached to the corrected ordinance or resolution. Any such correction shall be reported within three months of such correction at a regular meeting of the Governing Body.

b. Corrections to SFCC 1987 and to resolutions shall be noted therein and the record of the correction shall be documented in the city clerk's office.

D. Scrivener's notes shall be included in the packet as an action item and approved by the governing body at a regular governing body meeting.

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 20, 2026 14:04:07 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Authority to correct scrivener's errors

FIR No. 10744.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Authority to correct scrivener's errors

Sponsor(s): Councilor Jamie Cassutt

Reviewing Department(s): City Attorney's Office and Office of City Clerk

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager

Date: 2/29/2026 **Phone:** (505) 955-6518

Reviewed by City Attorney: Marcos Martinez (Feb 20, 2026 14:04:07 MST) **Date:** 02/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 20, 2026 14:09:38 MST) **Date:** 02/20/2026

Summary:
This bill would create a new Section 2-2.10 of SFCC 1987 authorizing the City Attorney and the City Clerk to correct scrivener's errors in resolutions, ordinances, and in the City of Santa Fe's municipal code, SFCC 1987. The bill describes scrivener's errors as misspellings, grammatical errors, numbering errors, or cross referencing errors. The scrivener's errors would be documented with a "scrivener's note" and attached to the corrected ordinance or resolution. The scrivener's note would then be included in the packet as an action item at a regular governing body meeting.

Departments Affected:
City Attorney's Office and Office of City Clerk

Consequences of Not Enacting Legislation:
If this legislation is not adopted, a new Section 2-2.10 of SFCC 1987 will not be created to authorize the City Attorney and City Clerk to correct scrivener's errors. This could result in a lack of process and clarity for when the City would require a bill to make minor corrections and when a simpler process can be used to address such errors.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
This bill would require the City Clerk and City Attorney's office to create "scrivener's notes" to correct items such as misspellings, grammatical errors, numbering errors, or cross referencing errors. The scrivener's note would be included in the packet as an action item and approved by the Governing Body at a regular Governing Body meeting.

Fiscal Implications:
None at this time.

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: pcanderson@santafenm.gov

Signature:

Email: cmspiers@santafenm.gov

Signature:

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 22, 2026

To: Governing Body, Water Conservation Committee**,** Public Works and Utilities Committee, Finance Committee

From: Justin M. Gonzales, Cross Connection Specialist JMG

Via: Jesse D. Roach, Interim Public Utilities Department Director JR Jesse Roach

RE: Water Division Backflow Prevention and Control Program

EXECUTIVE SUMMARY:

The proposed bill amends Exhibit A of Section 25-4.1, SFCC 1987, to update definitions, create a new rule number 7 and directs the City of Santa Fe's Water Division to adopt Backflow Prevention and Control rules for the city of Santa Fe ("City") from the *Uniform Plumbing Code* and University of Southern California's *Manual of Cross-section Control*. The bill also implements inspection and administrative fees, as well as fines for specific violations of the Backflow Prevention and Control rules.

BACKGROUND:

Backflow is an undesirable reversal of water flow from a customer's service connection into the municipal water system. This reversal of water flow could be water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the City's potable supply of water. This can be caused by sudden loss of pressure due to a main break or other disruption in the City's water system.

Backflow prevention and control rules are necessary for the City to prevent contamination of the potable water supply. Backflow preventers that are not regularly tested and properly monitored add to the risk of backflow contamination. While plumbing code requires installation of backflow prevention devices, there is currently no mechanism to ensure that those devices are in good working order. This ordinance will ensure regular testing with results submitted to a central database. There has been at least one instance within Santa Fe when backflow preventers were bypassed on fire systems and drinking water was contaminated resulting in sickness.

The Water Division Backflow Prevention and Control Program will be defined by the proposed ordinance, and a supporting set of policies and procedures. These components together outline the responsibilities of the City's water customers, backflow prevention assembly testers, and backflow prevention assembly repair technicians to control and minimize the possibility of backflow contamination to Santa Fe's water supply.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2024-14

INTRODUCED BY:

Councilor Amanda Chavez

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.

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

Section 1. Rule No. 2 of Exhibit A of Section 25-4.1 SFCC 1987 (being Ord. 2005-2, § 2) is amended to read:

2. DEFINITIONS AND EXPLANATIONS

The following definitions are applicable wherever these terms are used in these Rules and Regulations:

A. BACKFLOW – Reversal of water flow from a customer's service connection into the municipal water system with potentially undesirable consequences.

B. CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER – A person the water

underscored material = new [bracketed material] = delete

utility approves to test backflow prevention assemblies within the municipal water system. Testers shall be equipped with and be competent to use all necessary tools and gauges required to properly conduct testing of backflow prevention assemblies.

C. CERTIFIED AND LICENSED BACKFLOW ASSEMBLY REPAIR TECHNICIAN – A person who is a certified backflow prevention assembly tester and licensed at a minimum as a journeyman plumber in accordance with the New Mexico Construction Industries Licensing Act, NMSA 1978, Sections 60-13-1 through 60-13-59.

[~~B. CITY The water utility owned and operated by or on behalf of the city of Santa Fe, New Mexico, called the Sangre de Cristo Water Division and whose business office is at 801 West San Mateo, Santa Fe, New Mexico. Also known as the Santa Fe Municipal Water System.~~]

[~~B~~] D. CHRONICALLY DELINQUENT - The status of a customer who during the prior twelve (12) months has been disconnected by the [~~City~~] water utility for non-payment, or who during the prior twelve (12) months has not paid a bill by the date that a subsequent bill is rendered on three (3) or more occasions.

[~~C~~] E. COMMERCIAL SERVICE OR USE - The provision of or use of water for all types of establishments not otherwise classified as residential.

[~~D~~] F. CROSS-CONNECTION - Any physical connection or arrangement between two (2) otherwise separate piping systems, one of which contains potable water and the other of unknown or questionable safety, whereby water may flow from one system to the other, the direction of the flow depending on the pressure differential between the two (2) systems.

[~~E~~] G. CUSTOMER - Any person, firm, association, partnership or corporation, or any agency of the federal, state, or local government, being supplied with, and/or responsible for payment for, water services by the [~~City~~] water utility.

[~~F~~] H. DELINQUENT - The status of a bill rendered to a customer for utility service which remains unpaid 15 calendar days following the "due" date on the customer's utility bill.

[~~G~~] I. DISCONTINUANCE OF SERVICE - An intentional cessation of service by the [~~City~~] water utility which was not requested by a customer.

[~~H~~] J. ESTIMATED BILL - A bill for utility service which is not based on an actual reading of the customer's meter, or other measuring device, for the period billed.

[~~I~~] K. GOVERNING BODY - The Mayor and City Council of the city of Santa Fe as defined in subsection 2-1.1 SFCC 1987.

[~~J~~] L. POINT OF DELIVERY - The point of delivery shall be the point where the facilities of the [~~City~~] water utility connect to the facilities furnished by the customer.

[~~K~~] M. PRESSURE - The range of fifty (50) to one hundred twenty-five (125) pounds per square inch which can ordinarily be made available in the area contiguous to existing lines

[~~L~~] N. PRESSURE REGULATING DEVICE - A device that maintains a constant water pressure at its immediate downstream side which is less than the inlet pressure to the device, unless the pressure on the inlet side is lower than the pressure setting for the downstream side.

[~~M~~] O. Reserved.

[~~N~~] P. RATE SCHEDULE - A description of the charges, conditions of services and other similar information associated with the provision of water service to a given class or type of customer.

[~~O~~] Q. RECONNECTION CHARGE - A charge made by the [~~City~~] water utility at the time application is made for reconnection of water service at a place where water service has been previously disconnected.

[~~P~~] R. Reserved.

[~~Q~~] S. RESIDENTIAL SERVICE OR USE - The provision of or use of water for household or domestic purposes, and as further described in Rule 3, Exhibit A of Chapter XXV SFCC 1987.

[~~R~~] T. SERVICE LINE - The pipe connection from a distribution water main to the water meter.

[~~S~~] U. SPECIAL SERVICE - A service provided to a customer by the [~~City~~] water utility which is not subject to a rate schedule.

[~~T~~] V. UTILITY CHARGES - The billing or charges for the provision of utility service and other charges authorized by the governing body pursuant to approved rates.

[~~U~~] W. WATER PRESSURE - The gauge pressure of water within a pipe measured in pounds per square inch above atmospheric pressure and abbreviated herein as "pounds."

[~~V~~] X. WATER SERVICE - The general term for furnishing the customer with water.

Y. WATER UTILITY - The water utility owned and operated by or on behalf of the city of Santa Fe, New Mexico, also known as the Santa Fe Municipal Water System.

Section 2. [NEW MATERIAL] A new Rule No. 7 of Exhibit A of Section 25-4.1, SFCC 1987 (being Ord. 2011-13) is ordained to read:

7. BACKFLOW PREVENTION AND CONTROL.

A. APPLICABILITY.

Compliance with this Ordinance, Backflow Prevention and Control, Rule No. 7, located in Exhibit A of Section 25-4.1 SFCC 1987, is required for water service from the municipal water system.

B. BACKFLOW PREVENTION AND CONTROL.

1. The water utility follows the Uniform Plumbing Code (UPC) for standards of backflow prevention and control.

2. To the extent the UPC is silent, the standards from University of Southern California Manual of Cross Connection Control (USC Manual), 10th Edition apply .

C. RESPONSIBILITY.

Customers, backflow prevention assembly testers, and backflow assembly repair technicians shall comply with the requirements below:

1. *Customer*. Customers shall prevent entry of contaminants, pollutants, or water from sources other than the municipal water system into the municipal water system. Methods for prevention include, but are not

limited to, installing and maintaining backflow prevention assemblies. Any customer using a fire hydrant for water use must have an air-gap or approved backflow prevention assembly.

2. *Owners.* All owners of a water service connection serving a commercial use, a fire service, an irrigation system, a service larger than two inches, or the connection is a service where a secondary source of water (e.g., a well) is present are required to install a backflow prevention assembly to protect the municipal water supply. In addition, any domestic service two inches or smaller which in the judgement of the Public Utilities Department Director represents a health, a safety, or a functional hazard to the water system will also be required to install a backflow prevention assembly. Owners of a backflow prevention assembly shall obtain a field test on the assembly upon installation, repair, and at least once per year thereafter and report the test results to the water utility. The owner is responsible for the cost and scheduling of field testing of the backflow prevention assembly. The owner shall install, repair or replace the backflow prevention assembly at the owner's expense and as necessary to comply with requirements of this Ordinance. The UPC and USC manual govern the location, type, and testing requirements for the backflow prevention assembly.

3. *Certified Backflow Prevention Assembly Tester*. Certified backflow prevention assembly testers shall inspect and test backflow prevention assemblies for compliance with this ordinance. Testers shall complete and submit accurate and timely reports to the water utility and customer, including any cross-connections and deficiencies associated with an

existing backflow prevention assembly within the customer's water system.

4. *Certified and Licensed Backflow Prevention Assembly Repair Technician*. Certified backflow prevention assembly repair technicians shall, in addition to all duties listed in subparagraph (C)(3) above, repair backflow prevention assemblies consistent with this ordinance and without changing the design, material, or operational characteristics of a backflow prevention assembly without prior approval of the water utility.

D. FFES, CHARGES, AND FINES.

1. *Site Survey or Inspection Fee*. Customers requiring a site survey or inspection of backflow-related infrastructure shall pay a fee of one hundred dollars ($100.00).

2. *Backflow Control Administrative Fee*. Customers whose service connection(s) require(s) backflow control, as described in subparagraph (C)(1) above, shall pay an annual administrative fee of fifty dollars ($50.00), which the water utility shall assess on its water bill for each service connection requiring backflow control. The backflow administrative charge will increase by ten dollars ($10.00) each decade starting in 2030.

3. *Ordinance Violation Fine.* Failure to comply with provisions and requirements of this ordinance or willful removal or bypass of any infrastructure required under this ordinance without prior approval of the water utility is subject to the general penalty under Section 1-3, SFCC 1987 per violation. Each violation shall constitute a separate offense. A customer contesting a violation may follow the procedures under Exhibit

A, Rule 22. Violations to this ordinance include but are not limited to:

a. Failure to test and submit results for each required backflow prevention assembly.

b. Falsifying records required to be submitted by this ordinance.

c. Removal, bypass, or shutoff of any required backflow prevention assembly.

d. Failure to use an airgap or approved backflow prevention assembly at a fire hydrant.

4. *Payment*. All fees and charges shall be added to the water bill for the account associated with the point of delivery where the violation occurs.

5. *Responsibility of Payment, Liens and Deposit*. The customer shall pay the fees and charges included in this ordinance in accordance with Section 15-1.5, SFCC 1987.

E. GROUNDS FOR TERMINATION OF WATER SERVICE.

1. Notwithstanding any other provision of this Rule, in the event the Public Utilities Department Director determines that a system hazard exists due to a cross-connection, the water utility has the right to immediately terminate water service to the customer's premises. The water utility shall notify the customer of any water service termination to the premises and of the system hazard on the premises. The water utility shall not restore water service to the premises until the customer has controlled or eliminated the system hazard to the satisfaction of the Public Utilities Department Director.

2. In addition to the fees listed in subsection (D)(3) above, failure to install required infrastructure or abide by requirements as directed in the UPC or

the Backflow Prevention and Control Program's policies and procedures, may, with Public Utilities Department Director approval, constitute grounds for termination of water service to the premises. Service shall not be restored until such conditions or defects are corrected. If water service is terminated for any of these reasons, a turn-off and turn-on water service fee will be assessed to the customer as per Rule No. 9 of Exhibit A, Chapter 25 SFCC 1987, as it may be amended.

3. The water utility may terminate water service for non-payment of the fees included in this ordinance in accordance with Rule No. 9 of Exhibit A, Chapter 25 SFCC 1987, as it may be amended.

F. SEVERABILITY CLAUSE.

If any section, paragraph, sentence, clause, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The governing body declares that it would have passed this ordinance and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

G. EFFECTIVE DATE.

This ordinance shall be effective 30 days after t the ordinance's adoption date.

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jan 22, 2026 10:21:03 MST)

MARCOS D. MARTINEZ, INTERIM CITY ATTORNEY

Legislation/2026/ Bill No. 2024-14/Bills/Backflow Prevention and Control Program

FIR No. 10602

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Backflow Prevention and Control Program

Sponsor(s): Councilor Chavez, and Councilor Castro

Reviewing Department(s): Public Utilities Department- Water Division; Public Works

Staff Completing FIR: Justin Gonzales, Cross Connection Specialist **Date:** 01/22/2026`

Phone: (505) 531-7112

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Jan 22, 2026 10:21:03 MST) **Date:** _____

Reviewed by Finance Director: ANDREA PHILLIPS (Jan 22, 2026 12:55:01 MST) **Date:** 01/22/2026

Summary:
The proposed bill amends Exhibit A of Section 25-4.1 SFCC 1987, to update definitions, create a new rule Number 7, and directs the City of Santa Fe's Water Division to adopt backflow prevention and control rules from the *Uniform Plumbing Code* and University of California's *Manual of Cross-Section Control*. The bill also establishes inspection and administrative fees, as well as fines for inspection and administrative as well as for violations of the rules established in the bill. These measures are best practices for water utilities and are necessary to prevent potential contamination to the city's potable water supply.

Departments Affected:
Public Works Department, Facilities Division, and Parks and Open Space Division.
Public Utilities Department, Water Division

Consequences of Not Enacting Legislation:
If this legislation is not adopted, there remains an unacceptably high risk of backflow contamination into the city's potable supply of water.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation compliments SFCC 1987, Sections 14-8.4(a) and Exhibit A, Rule 8 of Chapter 25 of SFCC 1987, all of which require backflow prevention but do not have a mechanism for enforcement or to ensure devices are in good working order.

Performance and Administrative Implications:
This bill would require additional administrative costs to City's Utility's Department.

Fiscal Implications:
For the Public Works Department, there will be costs associated with using a third party to do backflow testing, estimated at $15,720 per year. For the Public Utitlites Department, there will be costs to implement the backflow prevention and control program, including staff and software which are estimated at $125,000

per year in 2026, and revenue from fees and fines estimated at $85,000 per year in 2026. Net cost to the City of approximately $55,720 per year in 2026

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures: Public Works Department

Expenditure Type	FYE '26	FYE '27	FYE '28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 15,720	$15,720	$15,720				
Operating	$ 6,550	$6,550	$6,550				$19,650
Total:	$22,270	$22,270	$22,270				$66,810

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

Expenditure Narrative:
These numbers represent one hundred thirty-one (131) City-owned backflow devices (104 irrigation, 27 buildings) at an assumed cost of $120 per backflow device per year, plus a $50 administrative fee is $6,550 total. Training costs an average $1000 plus an estimated 130 hours per year of staff time if public works decides not to go with third party tester. Additional new budget will need to be required to absorb these costs.

Revenue: Public Works Department

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

Revenue Narrative:

Expenditures: Public Utilities Department

Expenditure Type	FYE '26	FYE '27	FYE '28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 110,000	$ 111,000	$ 112,000				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$ 15,000	$ 15,000	$ 15,000				$
Total:	$125,000	$126,000	$127,000				$ 378,000

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

Expenditure Narrative:

These numbers represent one (1) employee and software expense per year, and they assume one thousand seven hundred and two (1702) software devices in 2026 and 1% employee pay increase per year.

Revenue: Public Utilities Department

Revenue Type	FYE '26	FYE '27	FYE '28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$85,100	$85,950	$86,800		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative: The special revenue is a $50 fee that is applied to each backflow device in our system. This is an estimate. Assuming 1702 devices in 2026 and 1% increase per year.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: jmgonzales1@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 1, 2026

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Alan Hook, Water Resources Coordinator

Via: Jesse Roach, Interim Public Utilities Director
Jonathan Montoya, Interim Water Division Director

RE: Acceptance of a Loan and Grant Funding from the New Mexico Water Trust Board in the amount of $7,750,000 for Canyon Road Water Treatment Plant Flocculation and Sedimentation Improvements, Water Trust Board Project No. WFP-6314.

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $3,100,000 as well as a grant of $4,650,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $7,750,000, would finance the cost of construction of new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 § 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

ATTACHMENTS:

Memo Attachment – WFP-6314, Water Project Fund Loan/Grant Agreement
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-01

INTRODUCED BY:

Councilor Amanda Chavez

A BILL

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

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

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.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee 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 §§ 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 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/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; 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/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the

full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; 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/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant 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/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant 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/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee 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/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee 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/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $6,432,952.

"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/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager, and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee 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/Grant 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/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee 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/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project,

and shall not equal more than $4,650,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower/Grantee (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/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $3,100,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $7,750,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee 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/Grant 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/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee 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/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee 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/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant 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/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved, and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant 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/Grantee 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 needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant 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/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant 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/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee 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/Grant Agreement.

Section 5. Loan/Grant 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/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $4,650,000 and borrowing the Loan Amount of $3,100,000 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/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $4,650,000 and the Loan shall be in the amount of $3,100,000. 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/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant 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/Grant 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/Grant Agreement. The execution of the Loan/Grant 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/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant 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/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee 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/Grant funds as provided in the Loan/Grant 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/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee 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/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee 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/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant

Agreement, the Loan/Grant 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/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan/Grant 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/Grant 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/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations

due under the Loan/Grant 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/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, 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. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Ordinance for Publication*]

CITY OF SANTA FE, NEW MEXICO NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____, duly adopted and approved by the Governing Body of the City of Santa Fe, New Mexico on March ___, 2026. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The title of the Ordinance is:

AN ORDINANCE 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 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 MCC 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.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

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 (Jan 23, 2026 16:31:13 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

ATTACHMENT A

$7,750,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

_____, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated **_____, 2026**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§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 NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $3,100,000 from the Lender/Grantor and to accept a grant in the amount of $4,650,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 16, 2022 and January 25, 2023 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 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 this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this 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). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee 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 this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee 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/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $6,432,952.

"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/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 16, 2022 and the New Mexico Water Trust Board Readiness Application dated January 25, 2023 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"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" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"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 of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, 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/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $4,650,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

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 Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $3,100,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $7,750,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"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.

"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 Borrower/Grantee 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 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 Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee 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. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on _____, 2025, authorizing the acceptance of the Loan/Grant,

approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"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/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee 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.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee 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/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this 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.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee 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 Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, 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) Scope of Project; Completion of Project; Compliance with Laws. The Project is for water conservation or recycling, treatment or reuse of water as provided by law. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this 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.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial

capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to

complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, 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 demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee 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. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, 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 or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water

Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of

this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged

Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee 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 Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee 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. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee 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 Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee 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 make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate, and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition

or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on _____, 202__, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to

the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee 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 and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the

Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent required by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended

on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA 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 Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee 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/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable 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, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor 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 Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the

Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(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 Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee 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 prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee 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 Borrower/Grantee 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 Borrower/Grantee 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 prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor 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 obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) 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 Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 Borrower/Grantee or the Lender/Grantor 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 Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor 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. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ

attorneys or incur 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 Borrower/Grantee herein contained, the Borrower/Grantee 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 such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

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 Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor 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 Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this 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 Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, 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 Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee 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 11.7 Execution in Counterparts. This 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 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 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 Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee 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.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee 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 Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST

JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

CITY OF SANTA FE, SANTA FE COUNTY,
NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, Interim City Clerk

EXHIBIT "A"

TERM SHEET

$7,750.000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is for water conservation or recycling, treatment or reuse of water as provided by law. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist 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 MCC electrical building and associated grading and paving, potable water yard piping relocation and all associated instrumentation, electrical, architectural and HVAC design components, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$4,650,000
Loan Amount:	$3,100,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696, NMED Loan CWSRF 140
Outstanding Parity Obligations:	WPF-6315 and WPF-6316

Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted _____, 2025
Additional Funding Amount:	$6,432,952
Closing Date:	_____, 2025
Project Account Amount:	$7,750,000
Expense Account Deposit:	$0.00
Administrative Fee:	.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $7,750,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6314 Closing Date: _____, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: **Contact Name:** **Title:** **Email Address:**	**Project Number**: **Project Name**: **Project Type**:

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan _____% Grant _____% Match $_____

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE: **Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $7,750,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6314

Closing Date: _____, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased 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/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant 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, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025

2. Ordinance No. _____ adopted on _____, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Pledge Revenue Certificate

7. Right of Way Certificate (to be executed prior to construction funding)

8. Final Opinion of Counsel for the Borrower/Grantee

9. Final Opinion of Bond Counsel for the Borrower/Grantee

10. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

11. NMFA Application and Project Approval (informational only)

FIR No. 10731.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): 6314 CRWTP Improvements Loan and Grant Agreement for $7,750,000

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator
Date: 1/1/2026 **Phone:** (505) 955-4205

Reviewed by City Attorney: Marcos Martinez (Jan 23, 2026 16:31:13 MST) **Date:** 01/23/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Jan 23, 2026 16:32:31 MST) **Date:** 01/23/2026

Summary:
The proposed bill would authorized the execution and delivery of both a Water Project Fund loan of $3,100,000 as well as a grant of $4,650,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $7,750,000, would finance the cost of construction of new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 § 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize funds for a total of $7,750,000 in the form of a loan of $3,100,000 and a grant of $4,650,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
This project is necessary because the equipment/processes being replaced and upgraded have reached the end of their useful life. This project replaces aging infrastructure with new state-of-the art infrastructure and is needed to keep this vital water treatment plant in service for years to come. This project combined with other planned upgrades will also increase the capacity of the water treatment plant.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of seven million seven hundred fifty thousand dollars ($7,750,000) for the purpose of financing the costs of construction of new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant. These funds take the form of two agreements – a loan for three million one hundred thousand dollars ($3,100,000) and a grant for four million six hundred fifty thousand dollars ($4,650,000). The loan portion of the agreement is to be paid back within 20 years at an interest rate of 0.025%.

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	$ 7,750,000	$	$		NR	505	
Operating	$	$	$				$
Total:	$ 7,750,000	$	$				$ 7,750,000

Expenditure Narrative:
The loan repayment begins after closing of the loan/grant agreement in 2026 and repayment will come from the water utility enterprise fund over a 20 year term at an interest rate of 0.25% for the $3,100,000 debt.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 7,750,000	$	$	NR	
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Should the Governing Body authorize the execution and delivery of both the loan and the grant agreement described in the ordinance, the City will receive seven million, seven-hundred and fifty thousand dollars in water project funds toward the new flocculation and sedimentation improvements to the Canyon Road Water Treatment Plant.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: jmmontoya@santafenm.gov

Signature:

Email: aghook@santafenm.gov

TO: Mayor Michael Garcia

FROM: Pamela Ray

DATE: January 24, 2026

RE; CHARTER REVIEW COMMISSION AND SEPARATION OF POWERS MEMBERSHIP APPLICATION

Mayor Garcia:

I am interested in being appointed to the Charter Review Commission to review issues of Separation of Powers and possibly to improve our city's ranked choice voting procedures. I feel I can bring a great deal of experience and insight to the process because of my background working as an Attorney for the New Mexico Legislature. The staff of the Legislature is tasked with helping the legislature understand it's role in maintaining a balance of powers, especially between the Legislature and the Executive branch. I also have an interest in making the ranked choice voting tabulation procedures more easily understood by the voters.

Thank you for your consideration of my application. My resume is included in the email.

Pamela Ray [redacted]

[redacted]

Santa Fe, NM 87505

J. Pamela Ray

[redacted]

Education

Juris Doctor (1989)

University of New Mexico

Master of Science, Agricultural Horticulture (1979)

California Polytechnic University, San Luis Obispo, CA

Bachelor of Arts, Physiology and Behavioral Biology (1976)

San Francisco State University, San Francisco, CA

Employment Experience

J.P. Ray and Associates	Tax Policy Consultant
	Jan 1, 2012 - Dec 31,2024
House of Representatives	Committee Analyst
New Mexico Legislature	Legislative Sessions
	2019 - 2023
	2013 – 2016
Legislative Finance Committee	2014
New Mexico Association	2013
Of Counties	
New Mexico Municipal League	2013 – 2017
Legislative Council Service	1989 – 2012
New	

J. Pamela Ray

[redacted]

MARIA PEREZ
[redacted]

SUMMARY
Democracy and Equity specialist, with 25 years of experience in social justice work.

KEY SKILLS

- Coalition building
- Program development and management
- Popular research
- Participatory processes
- Fundraising
- Bilingual English/Spanish

PROFESSIONAL EXPERIENCE

Co-Executive Director | **Democracy Rising**
August 2020 – Present | *National*

- Build and maintain relationships with national, state, and local organizations, jurisdictions, and leaders working on building a new American democracy
- Facilitate convenings and encourage collaborative work with democracy reform and community transformation groups
- Manage grantmaking to support civic engagement, leadership development, and public education around issues of democracy in local communities

Owner and Principal Consultant | **Democracy in Action, LLC**
September 2019 – August 2023 | *Santa Fe, NM*

- Supported national, state, and local election reform organizations and coalitions working on advancing and implementing electoral reforms designed to result in more representative democracy
- Supported local governments (city, county) with race and health equity projects.

Campaigns Manager | **Common Cause New Mexico**
December 2018 – September 2019 | *Albuquerque, NM*

- Led municipal campaigns advancing election reforms such as ranked choice voting and public financing.
- Lobbied in the 2019 legislative session.

Director | **FairVote New Mexico**
March 2017 – December 2018 | *Santa Fe, NM*

- Ensured implementation of ranked choice voting in Santa Fe.
- Advocated for the successful passing and implementation of ranked choice voting in Las Cruces.
- Built and managed coalitions.
- Worked with local governments and community-based organizations.

Faculty | **Santa Fe Community College**
2014; 2018 | *Santa Fe, NM*

- Developed curriculum and served as faculty for New Mexico's first Community Health Worker certificate program.

Outreach Specialist and Organizer | **Health Action New Mexico**

June 2012 – September 2014 | *Northern NM*

- Organized campaigns around ACA for frontier communities.
- Engaged multi-sector stakeholders to ensure buy-in, participation, and alignment.

Campaign and Engagement Strategy Consultant | **Healthy Richmond (Building Healthy Communities)**
April 2016 – October 2016 | *Richmond, CA*

- Developed campaign planning and management tools to help coalition partners efficiently engage in systems change work.
- Helped identify strategies to ensure all campaigns engaged and provided leadership development opportunities for residents.

Interim Hub Manager / Campaign Lead | **East Oakland Building Healthy Communities**
October 2014 – March 2016 | *Oakland, CA*

- Convened leadership and workgroup meetings. Managed staffing and facilitation for all leadership body meetings.
- Monitored and linked emerging local, regional, and state policies to the implementation of the 10-year plan.
- Developed and implemented coalition building strategies.
- Supported all work groups in developing and executing work plans, with strategic support for campaigns around issues of Land Use, Economic Opportunity, Health Access, Community Engagement, and Peace Promotion.

Faculty and Clinic Supervisor | **Southwest Acupuncture College**
May 2011 – April 2014 | *Santa Fe, NM*

Founder, Senior Acupuncturist, Community Outreach Director | **Brooklyn Community Acupuncture**
2006–2010 | *Portland, OR*

EDUCATION

Master of Public Health
New Mexico State University, Las Cruces, NM | 2018

Master of Science in Oriental Medicine
Southwest Acupuncture College, Santa Fe, NM | 1999

Bachelor of Science in Biology
University of Oregon, Eugene, OR | 1996

BOARD AND VOLUNTEER EXPERIENCE

- **Member of the American Academy of Arts and Sciences' working group on Expanding Representation** (*April 2024 - November 2025*)
- **Member of the City of Santa Fe's Charter Review Commission** (*November 2022 - May 2023*)
- **Chair of Innovations and Disruption Working Group** | Ballot Initiative Strategy Center 360 Realignment Coalition, National (*May 2019 – July 2023*)
- **Member of the Board** I Dirtroad Organizing (August 2025- Present)
- **Member of the Board** | New Energy Economy, Santa Fe, NM (*January 2018 – May 2023*)
- **Member of the Steering Committee** | New Mexico Health Equity Partnership, Santa Fe, NM (*July 2017 – Present)*
- **Steering Committee Member, Built Environment-Healthy City Planning Seat** | HOPE Collaborative, Oakland, CA (*July 2015 – December 2016*)
- **Vice President of the Board** | Health Action New Mexico, Bernalillo, NM (*May 2011 – September 2014*)

Brandon Vella
[redacted]
Santa Fe, NM 87505
[redacted]
[redacted]
January 30th, 2026

City Clerk Geralyn Cardenas
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

Subject: Letter of Interest – City Charter Review Commission

Dear Mayor Garcia and City Councilors:

I am writing to express my interest in serving on the City Charter Review Commission.

I am a strong believer that the Santa Fe needs a clear, explicit, and robust charter to maintain a vibrant, democratic, and efficiently-run city. I also believe that the separation of powers is critical to ensure that we can maintain an executive function that can get things done quickly and with expertise, but that the voice of the people is more precisely represented by a council of our peers. We have seen at a national level what the failure of the separation of powers can yield. While not a 1:1 analog to our municipal government, it represents the need for a system designed with the present and future in mind that prevents stalemates and consistently and equitably represents the voice of its citizens.

I'm also passionate about the consistent implementation of and adherence to a strategic plan. I've spent my career solving technical and business challenges for customers at test and measurement engineering company – an experience which has given me a strong understanding of how clearly-set targets drive accountability and progress when pursuing solutions to hard problems. A strategic plan would help ensure that our city continues to pursue its greatest potential through evidence-based decision-making, clear goal setting and accountability, and incentives for creative solutions. As the "oldest state capital" in the United States, the city has developed over generations and requires careful but deliberate planning to navigate it's many cultural, ethnic, and economic challenges and priorities. Too often similar questions require all-new lines of inquiry and circular debate to resolve. This leads to bureaucratic delays and in-fighting that a strong strategic plan and its clear goals and steps to achieve them could help overcome.

I would be honored to discuss my candidacy further and share my ideas on how I can best serve the people of Santa Fe. Thank you for considering my application and for your ongoing service to our community.

Sincerely,

Brandon Vella

[redacted] [redacted] Santa Fe, NM

Brandon Vella

About Me

Motivated by helping others succeed, I thrive on optimizing processes, simplifying complexity, and delivering clear written, visual, and interpersonal communication. I excel at collaborating across teams and cultures to create innovative, practical solutions. As an empathetic, data-driven problem solver, I seek opportunities that challenge me to think creatively, work cross-functionally, and make a positive impact.

Work Experience

Global Sales Enablement Program Manager | Emerson Test & Measurement (NI) | Remote | July 2024 – Dec 2025

- Piloted AI-powered Sales Assistant with R&D and Sales teams, demonstrating potential ROI of thousands per seller
- Orchestrated global learning initiatives across product and GTM leadership; onboarded analyst teams across China, Malaysia, Armenia
- Automated onboarding and training workflows via Power Automate; built just-in-time resource library in SharePoint
- Increased Showpad adoption by 40% through targeted change management and admin coordination

Global Sales Effectiveness Manager | Emerson Test & Measurement (NI) | Remote | July 2022

- Led team managing coaching and change programs for 300+ direct and non-direct sellers
- Redesigned sales onboarding program (impacting ~10% of global sales force annually) by cutting wasted time and increasing manager involvement
- Founded and chaired globally-representative Sales Advisory Board to embed sales voice in tool/process decisions
- Designed and scaled Executive Engagement training program (2023)

Sr. Sales Effectiveness Learning Consultant | National Instruments | Remote | January 2020

- Pivoted Sales Onboarding to 100% virtual in months; drove adoption through 40 live, regional training sessions (60-80 avg. participants)
- Created high-impact video assets and strategy workshop (5-country Sales Kickoff, 2020)
- Collected and analyzed seller proficiency data to inform global effectiveness strategy

Americas Lead, Sales & Partner Enablement | National Instruments | Austin | July 2018

- Reduced classroom training time by 10% while expanding topic diversity across 60+ cross-functional sessions
- Accelerated distributor ramp-time through targeted indirect channel training program
- Redesigned sales onboarding curriculum to support new operating model adoption

Inside Account Manager | National Instruments | Austin | July 2016

- Closed $530K in direct revenue (124% quota attainment); exceeded quota in 5 of 6 consecutive quarters
- Developed peer training program reducing time-to-effectiveness for new and promoted sellers
- Organized 4 internal mixers increasing cross-team collaboration and sales career pipeline interest

Inside Sales Engineer | National Instruments | Austin | September 2014

- Exceeded quota through cross-functional partnerships with Field Account Managers
- Selected as founding member of 10-person Inside Sales Change Leaders group during coverage model transformation

Applications Engineer, Automated Test | National Instruments | Austin | October 2013

- Resolved customer issues within KPI targets while rapidly mastering broad product portfolio
- Became team SME on test automation software—go-to resource reducing peer resolution time
- Accelerated sales cycles by delivering tailored virtual demos and hands-on customer training

Additional Skills & Experience

Sales

- Lead/opportunity qualification
- Front-line selling (opportunity, pipeline, territory management)
- Showpad Administration, Salesforce.com proficient
- Certified Completed: Jack B. Keenan Selling Beyond the Product, Acclivus R3

Leadership

- Toastmasters Member, Club VP Public Relations
- NI Corporate Change Leader
- Sales peer coach and intern mentor
- Virginia Tech FSAE Electrical Team Leader

Volunteering

- Water Conservation Committee, City of Santa Fe
- Desert Verde Farm
- Women's International Study Center & Acequia Madre House
- United for Affordable Housing

Education

B.S., cum laude, Electrical Engineering
Virginia Tech, May 2013
Senior Design: Formula SAE

Fellowship

Livable Santa Fe Fellow, **Homewise Inc.**

Hobbies

vellaphoto.com

Mayor and Councilors, January 18, 2026

I would be pleased to be considered for the upcoming Charter Review Commission.

As a career city manager and consultant, I have witnessed the dynamics of the various forms of city government – in particular the strong mayor and council-manager forms.

I have read the research and literature on this topic and had a front row seat on the workings of Santa Fe's unique strong mayor/council-city manager form of government during 2025.

As a Santa Fe resident, I want the most highly functioning city government possible.

Clarifications and improvements in the Charter are certainly possible. I would like to take part in the process of rendering recommendations to the Governing Body for your decision-making on any further charter reform ballot measures.

My resume is attached.

Sincerely,

Rod Gould

[redacted] ROD GOULD **ICMA-CM** [redacted]
Santa Fe, NM 87501

Retired in January 2015 after 29 years of city management and 35 years of government service. Currently training, consulting, coaching and mentoring within the profession.

Chair, Board of Directors, HdL Companies: $50 + million revenue & technology services to local governments in 15 states, 2017-Present

Senior Advisor, City of Santa Fe: Advised Mayor, City Manager and executive team on performance management, org. development, budget reform, emergency prep. and civic engagement, 2025

Chair, Board of Directors, Institute for Local Government: 2004-2007, 2012-2022

Senior Advisor, Raftelis: local government management consulting, 2024 – present;
Senior Partner, Management Partners: local government management consulting 2017-2021

Senior Fellow, Davenport Institute for Public Engagement and Civic Leadership: Advisory Council, Pepperdine University, 2010-2021

Instructor, Stanford Local Government Summer Institute: 2015-Present; **California Commission on Police Officer Standards and Training (POST)**: Executive Development Course, 2017-2020; and **Pepperdine School of Public Policy Advanced Public Engagement Workshop**: 2017-2020

CITY MANAGER OF SANTA MONICA, CA Los Angeles County 1/2010-1/2015
Population 92,000

Managed an 8.3 square mile world class beach city with 250,000 daytime population. This full-service city operates its own police, fire, general aviation airport, regional bus system, refuse and recycling service, housing & economic development, library system, public works, advanced technology, sustainability, cultural and community development services. Santa Monica had 2,200 full time employees and a $576 million budget in 2015.

Built an exceptionally strong Leadership Team. Every City department improved service levels based on objective metrics.

Enhanced financial management through two-year expenditure control budgeting, surgical cost-cutting, Measure Y approval, strengthened reserves, $30 million pay down of pension liability, and maintenance of the City's AAA bond rating despite the loss of redevelopment.

Provided unparalleled financial support for local schools and developed excellent working relations with Santa Monica-Malibu Unified School District and Santa Monica College.

Advanced sustainability, including 77% diversion of waste from landfills, 40%+ reduction of imported water, bans on leaf blowers and plastic bags, 14% emissions reductions below 1990.

Human service goal attainment: 5 Star rating for Library system, 20% reduction in homeless in five years, expanded senior services, 100 free cultural events annually, 38% affordable units in new housing and $1 million Bloomberg prize for the *Wellbeing Project*.

Constructed 10 large-scale, award-winning capital projects and completed 85% of the $1.6 billion *Phase 2 Expo Light Rail* extension from Culver City to Santa Monica.

Established *Office of Emergency Management*; Fire Dept. achieved an Insurance Service Office (ISO) Class 1 status; Crime reduction to lowest levels since early 1950s.

Substantially improved infrastructure maintenance and dramatically improved response times to citizen requests for service (averaged 5-day closeout of 64,000 citizen requests per year).

Nationally recognized for the fastest broadband service in U.S. (100 gigabit CityNet), rapidly expanded free WiFi service in city area; synchronized 90% of traffic signals.

Improved mobility through state-of-the-art Transportation Management Center, over 45 miles of new bike lanes, and 11 million riders/year of 100% alternative fueled Big Blue Bus.

Upgraded internal training and organizational development, including establishment of the Santa Monica Institute, and advanced civic engagement, such as the People's Academy.

CITY MANAGER OF POWAY, CA San Diego County 1/2006-1/2010
Population 51,000

Managed a 39 sq. mile city located twenty miles northeast of San Diego. Services included public safety (contract law enforcement and city fire service), public works (including water, sewer and storm water utilities and 13 parks), development services, redevelopment, and community services. Administered an $80 million combined budget with 306 FTE employees.

Set prudent fiscal course through combination of cost allocation and recovery, lean staffing, and process streamlining, while maintaining services, infrastructure, reserves and positive labor relations.

Developed award-winning workforce housing using green technology and introducing sustainable best management practices into City operations. Managed aggressive two-year 71-project capital improvement budget of $45 million to significantly upgrade critical infrastructure. Led major reinvestment in technology.

Concerted disaster planning and preparation paid dividends in the 2007 Witch Creek Fire. Community policing, gang prevention and traffic safety resulted in the lowest crime rate in San Diego County.

CITY MANAGER OF SAN RAFAEL, CA Marin County 6/1996-12/2005
Population 58,000

Managed a full service 22 sq. mile city located 17 miles north of San Francisco. Services included police, fire, public works, planning, library and cultural services, recreation and childcare, 20 parks and abundant open space, management services and redevelopment. Administered $64 million combined budget and oversaw 450 FTE employees.

Redeveloped downtown with office, retail, housing, entertainment and cultural uses: 1 million sq ft office, 500,000 sq ft retail, 500 housing units, and independent film center.

Advanced community policing and code enforcement. Part 1 Crime reduced 23%. Initiated Health & Safety Team to address problem locations and behaviors. Enhanced safety, quality of life and community pride in new immigrant neighborhood of 12,000.

CITY MANAGER OF MONROVIA, CA Los Angeles County 10/1991-6/1996
Population 39,000

Managed a vibrant and diverse full service 16 sq mile city in northeast Los Angeles County, with police, fire, community development, public works, parks, utilities (water & sewer), recreation, library, administrative services, and active redevelopment agency. Managed $29 million budget, $14.5 million redevelopment agency budget, and 253 FTE staff. Employed multi-year performance-based expenditure control budgeting and reporting.

Monrovia was named an All-America City in 1995 by the National Civic League. Its Community Activist Policing was honored as one of the ten most advanced community-based policing programs in the nation.

ASSISTANT CITY MANAGER OF WALNUT CREEK, CA Contra Costa Co. 1/1986-9/1991
Population 64,000

Duties included economic and organizational development, policy analysis, and risk management.

Other Positions Held Before 1986:

- **SENIOR MANAGEMENT CONSULTANT** Deloitte, Haskins & Sells, San Francisco, CA '83-85
- **ASSISTANT DEPUTY FOR OPERATIONS** Boston Housing Authority**,** Boston, MA '81-83
- **CONSULTANT** Wasserman Associates, Inc., Boston, MA '80-81
- **VISTA Volunteer** Children's Rights Group, San Francisco, CA '79-80

Education

Harvard University, Kennedy School of Government, M.P.A.
Harvard University, Graduate School of Education, Ed.M.
Yale University, B.A. Economics & Political Science, magna cum laude

Professional Activities

- **Consultant to Local Governments:** team building, strategic visioning, goal setting, governance workshops, executive coaching and leadership development 2015-Present
- **Director of Training**, Center for Public Safety Management, LLC, 2016-2020
- **West Coast Vice President**, International City/County Management Association (ICMA), Member of **Executive Board,** 2012-2015 (**Chair, ICMA Task Force on Leadership**)

- "State & Local Government Review" **Editorial Board** 2015-2017

- League of California Cities - **Board of Directors** 2007-2009; **City Managers Dept. President** 2005-2006; Pension Reform **Committee Chair**, 2006-2012

- **City Manager in Residence**: Stanford University Haas Center for Public Service, 10/2014; Pepperdine Graduate School of Public Policy, 3/2011; Cornell Graduate School of Public Affairs, 10/2010; and USC Graduate School of Policy, Planning and Development, 10/2008

- Poway Community Leadership Institute, **Founding Director and Instructor** 2006-2010

- **Continuing Education**: Senior Executive Institute, University of Virginia 7/2002, Berkeley Executive Seminar, Goldman School of Public Policy 7/2001, Stone & Youngberg Fellow, Executive In Residence, UC Berkeley, 2000

- **Adjunct Professor**, MPA Programs, USC Sol Price School of Public Policy, 2016-18, San Francisco State University, 1997- 2005 and California State University Long Beach, 1992-1996

- **President**, Friends of San Rafael (community nonprofit corporation) 2002-2005

- **President,** Marin County Solid Waste and Hazardous Materials Authority, 2001-2003

- *Public Integrity* periodical **Editorial Board** 2000-2003.

- **ICMA Credentialed Manager** 2008 - Present

Publications

Authored 30 articles for *Western City*, *Public Management, Governing, Public CEO* & *Public Risk* magazines

Awards

2017 ICMA Distinguished Service Award
2015 Santa Monica Chamber of Commerce Individual Excellence Award
2015 Commendation by NAACP Santa Monica Venice Branch
2014 Cal-ICMA Ethics Hall of Fame Award
2014 Commendation by Santa Monica Board of Education & District, Education Foundation, Council of PTAs and Community for Excellent Schools
2011 Wes McClure City Manager of Distinction Award
2011 California State PTA Honorary Service Award
2011 Santa Monica Jaycees Outstanding Supporter Award
2009 International Communicator Awards - Gold Award of Excellence
2008 South Poway Residents Association Community Leadership Award (first recipient)
2004 City Managers Department Award for the Advancement of Diverse Communities
1996 “Citizen of the Year” Community Service Award from Monrovia Chamber of Commerce
1994 Monrovia Community Service Award
1991 “Outstanding Assistant City Manager” Award from Municipal Management Association of Nor Cal

CARDENAS, GERALYN F.

From: GARCIA, LEE A.
Sent: Thursday, March 5, 2026 10:31 AM
To: GARCIA, MICHAEL J.
Cc: CARDENAS, GERALYN F.; FAULKNER, PILAR FH.; John Paul Granillo
Subject: Fw: Formal letter of interest JP Granillo
Attachments: 2025 08 11 JPG Resume.docx

Good morning Mayor,
Please accept this as my formal recommendation of John Paul Granillo to the upcoming charter review commission.
His resume is attached. See below email response as his letter of interest.
Lee

Lee Garcia
City of Santa Fe
Councilor District 3
lagarcia@santafenm.com
505-603-2454

From: John Paul Granillo [redacted]
Sent: Wednesday, March 4, 2026 7:18:14 PM
To: GARCIA, LEE A. <lagarcia@santafenm.gov>
Subject: Formal letter of interest JP Granillo

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To The City Council of Santa Fe,

My name is John Paul Granillo. I am writing this letter of interest to join the Santa Fe City Charter Commission. My extensive work and community outreach and relationship building may be a valuable asset for this team. I have also served prior on the city Charter Commission. I would love the opportunity to serve my community again in this format. Thank you for your consideration and I look forward to hearing from you.

Respectfully,
John Paul Granillo

JOHN PAUL GRANILLO

[redacted]

SKILLS

- Multitasking
- Problem Solving
- Customer Service
- Good Judgment
- Community liaison

PROFESSIONAL SUMMARY

Goal- oriented candidate dedicated to continuous improvement and driving positive business impact. Talented problem-solver and motivates teams to reach performance goals and business objectives.
I am willing to take on any task to support team and help business succeed. Offers effective communication and problem-solving abilities.

EXPERIENCE

Youthworks Santa Fe, May 2016 - Dec 2024
Santa Fe, NM

- Oversee and assure compliance of all Federal, County, City and State awarded grants to Youthworks. Grants included 12 to 15 at any given-time
- Oversee logistics and operation of daily workloads which included, Social Justice Kitchen Catering, assuring staff assigned to oversee youth programs were trained and certified correctly.
- Assure all youth participants obtained the correct documentation necessary to participate
- Oversee and monitor Youth core Conservation (YCC) program
- Liaison to Child Youth Family Department (CYFD), Santa Fe Police Department (SFPD), State of New Mexico Juvenile Probation office.
- Mediate between children and their families that have entered the system to assure a successful outcome
- Attend several meetings and functions required by daily business as well as required by the City, State and County.
- Created new programs while within Youthwork including Youthworks Thrift store and community College GED preparation classes.

Reel Fathers/ Youth Express August 2022 – August 2025
6 Torneo Court, Santa Fe, NM 87508

- Assisted in creating programing for youth in Title V public and charter schools
- Create a classroom curriculum and assist teaching art classes to all youth to press themselves through art focusing on their connection to community, family and self

Internation Folk Art Museum April 2016 – August 2025
706 Camino Lejo, Santa Fe, New Mexico

- Assist in creating and implementation of three (3) education exhibits

1ST Project – Mural display within Internation Folk Art Museum

- Creation of 16’ X 30’ mural display of underserved communities from Peru to America
- Creation of screenprint and distribution products to the public during a public event
- Attend and participate in a community speaking engagement with an open forum design
- Attend and participate in Santa Fe Public and charter School presentation related to this program

2nd Project – Mural project within Santa Fe Community

- Create and implement mural within the community 46' x 8' inclusive of Santa Fe Public and Charter school students
- Cass engagements through the schools to discuss the program iconography and intention.

3rd Project - Prison and Political Activism "Between the Lines"

- Attend public exhibit discussion and book signing at various locations for the public
- Provide guided tours, discussion and reflection focusing on the at-risk youth for this display
- Provide a restricted class to public and charter schoolteacher to discuss the exhibits and how it related to their own school institutions as well as how to turn this knowledge into a teachable skill

Daraknot Health, Dr. Gluss - August 2023 – August 2025
665 Harkle Rd, Santa Fe NM

- Assist with assigned patient discussion actions vs consequences, daily/monthly budgeting, life choices and goal setting
- Provide emergency assistance with any instance when needed
- Provide transportation and assistance with day-to-day life activities
- Therapeutic art expression for release of life difficulties.

EDUCATION

GED: General Studies
Colorado State Education Department December 2006

LANGUAGE

English	**Spanish**
Fluent	Conversational

REFERENCES

Kendel Chavez
Policy Advisor
State of New Mexico
Governors' Office
[redacted]

Pilar Faulkner
City Councilor
City of Santa Fe
200 Lincoln Ave
505.531.7642
pfhfaulkner@santafenm.gov

Lee Garcia
City Councilor
City of Santa Fe
200 Lincoln Ave
505.955.6814
lagarcia@santafenm.gov

Patricia Sigala
Educational Director
Folk Art Museum
[redacted]

Howard Gluss, PH. D
Psychologist
Daraknot Health
[redacted]

Additional references upon request

Roberta L. Duran, B.A.

Contact information

[redacted]

EDUCATION

California State University at Long Beach 1991
B.A., College of Health & Human Services (President's and Dean's Honor List)

Pre-Law, De Paul University Law School 2004
Council on Legal Education Opportunity

Graduate, National Leadership Consortium on Developmental Disabilities 2008

EXECUTIVE LEADERSHIP

- ✓ Over 25 years statewide leadership experience in the field of intellectual and developmental disabilities, disability rights and Medicaid home and community-based waivers
- ✓ Extensive experience in management, program planning, policy development and implementation, compliance with federal-state laws, personnel, fiscal oversite and systems redesign
- ✓ Demonstrated statewide leadership in policy and program development and implementation
- ✓ Administer contracts and grants for budgets amounting to over $100 Million in state general funds
- ✓ Recruit, train and supervise employees and staff from diverse backgrounds (professional, racial/ethnic, age and gender) at the DDSD in geographically diverse areas of the state
- ✓ Manage complex systems improvements and state and federal policies (Centers for Medicare and Medicaid Service CMS) across large departments and regional and statewide organizational structures
- ✓ Provide key leadership and vision in the development of a statewide "Know Your Rights Campaign" in collaboration with statewide stakeholders including advocates
- ✓ Active advisory member to several statewide policy councils that assure quality supports and community integration for people living with intellectual and developmental disabilities

WORK EXPERIENCE

NEW MEXICO DEPARTMENT OF HEALTH 7/15-8/2020

Deputy Director, Developmental Disabilities Supports Division

- Provide key leadership and vision in the development of a statewide “Know Your Rights Campaign” in collaboration with statewide stakeholders including advocates.
- Provide program oversight and staff supervision to achieve system improvement and assure compliance with the Center for Medicare and Medicaid Services (CMS) requirements, implementation of the Home and Community-Based Medicaid Waivers (Developmental Disabilities/DD and Mi Via), Pre-Admission Screening and Resident Review (PASRR), statewide case management, training, provider enrollment, eligibility management and maintaining a quality service delivery system for individuals with intellectual and developmental disabilities (IDD).
- Work with DDSD leadership and key stakeholders to set the vision, provide guidance, direction and leadership on necessary statewide systems change related to new CMS settings requirements.
- Collaborate with DDSD Senior Management on quality improvement, policy development and budget management. Inter-agency collaboration with the Human Services Department (HSD) and other key state agency partners to ensure maximum customer services for intake, service delivery, compliance with state and federal requirements and provider payment systems. Mentor and support staff to establish and maintain rapport with key stakeholders including individuals in services, families, service providers, advisory bodies, advocates and policy makers.
- Provide key leadership for compliance with the Waldrop settlement agreement, assist with disengagement activities for Jackson disengagement including delivering expert testimony for a deposition, and ensure compliance with the Lewis settlement agreement.
- Collaborate with other state agency leadership in assuring successful implementation of DD services and community programs.
- Direct state agency teams in strategic planning processes aimed at systems and culture change to assure full participation in the benefits of life and rights of all individuals.

NEW MEXICO DEPARTMENT OF HEALTH 6/10-7/15

Bureau Chief, Community Programs, Developmental Disabilities Supports Division

- Managed and directed statewide Home and Community-Based Medicaid Waivers (Developmental DD and Mi Via), provide direct staff supervision and program oversight with department and division senior leadership.
- Implemented quality, systems improvement, policy development and assist with the management of $300 federal and state program expenditures.
- Implemented complex systems and programs including case management, provider enrollment, meaningful day and employment initiatives.
- Assured compliance with mandatory state and federal regulations, litigation and provide state legislative and policy analysis.
- Managed and oversaw the Joint Powers Agreement between the HSD and the NM Department of Health (DOH) for the DD and Medicaid Waiver.
- Established, maintained rapport with and collaborated with clients and their families, service providers, advocates, advisory bodies, state government administration and policy makers (i.e. Developmental Disabilities Planning Council, Association for Development Disabilities Community Providers, Statewide Advisory Council on Quality/Policy-Quality Committee, Mi Via Advisory Committee, ARC of New Mexico, Residential Masterminds).
- Managed a statewide team of approximately 20 staff and interface with other departmental administrators and developed administrative disability policies and procedures.
- Developed, implemented and monitored service standards.
- Managed aspects of the DD and Mi Via Waivers, including collaborating statewide with case

management coordinators, Mi Via coordinators and Supports Intensity Scale (SIS) coordinators.
- Provided fiscal oversight and budget recommendations to senior management, contract management, conducted training, developed reporting requirements to the Centers for Medicare and Medicaid (CMS) to include quality management.
- Ensured amendments and waiver applications to CMS are written appropriately and timely.
- Collaborated with other state agencies and manage provider enrollment for approximately 300 Medicaid waiver providers statewide.
- Analyzed data to monitor utilization, access, costs and quality of services.
- Worked with cross division teams on eligibility management to ensure individuals allocated to the waivers are determined eligible and enter services within the timelines required by the Lewis agreement.
- Provided key leadership and support for the Advisory Council on Quality (diverse stakeholders from across the state) meetings and collaborating with the DDSQI to maintain a quality service delivery system and to improve the waiver system in the state.
- Directed the daily operations of statewide supported employment and meaningful day initiatives supported by the Community Programs Bureau staff in five regional offices.
- Oversaw 75 performance-based contracts established between the division and a statewide network of providers to monitor and ensure the provision of quality community inclusion services.
- Ensured bureau staff report monthly to the court to demonstrate compliance with requirements of litigation against the state related to supported employment and meaningful day initiatives.

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT 8/09-6/10

Deputy Director, Elderly and Disability Services Division

- Directed and managed the activities of the Medicaid Home and Community Based programs including case management (care coordination), provider enrollment, eligibility management related to the Lewis agreement and contract management in coordination with the Human Services Department for the managed long-term care providers.
- Ensured compliance with and quality implementation of policy, procedures, regulations, and service standards.
- Managed statewide programs in accordance with applicable federal and state laws, regulations, policies and budgetary requirements.
- Evaluated staffing needs against available resources to ensure programs are adequately staffed by qualified individuals.
- Trained and supervised 40 diverse staff and employees across bureaus within the division (Mi Via, Brain Injury, CoLTS).
- Developed and managed budgets including costs expenditures, costs-benefits analysis and program trending across organizational agency units.
- Provided key leadership with key stakeholders, advisory committees, service recipients, families and providers for the Mi Via, Brain Injury and CoLTS programs to receive feedback and input on program policies and procedures.
- Conducted outreach and education activities for providers, service recipients, families and stakeholders regarding the Mi Via program.

NEW MEXICO DEPARTMENT OF HEALTH 10/07-8/09

Bureau Chief, Community Programs, Developmental Disabilities Supports Division

- Managed and directed the daily administrative operations of the Developmental Disabilities (DD) Medicaid Waiver, the self-directed Medicaid waiver (Mi Via), and meaningful day and employment initiatives, policy development for the division; and legislative analysis on an annual basis.
- Provided program oversight of the Joint Powers Agreement between Human Services Department (HSD) and the New Mexico Department of Health (DOH) for the DD and Medically Fragile Medicaid Waivers.

- Managed a statewide team of approximately 24 staff and interface with other departmental administrators to develop and implement administrative disability policies and procedures and monitor service standards.
- Managed two waivers and provide fiscal oversight and budget recommendations to senior management.
- Developed reporting requirements to the Centers for Medicare and Medicaid (CMS) to include quality management.
- Ensured amendments and waiver applications to CMS are written appropriately and timely.
- Managed provider enrollment for approximately 300 Medicaid waiver providers statewide.
- Analyzed data to monitor utilization, access, costs and quality of services.
- Directed the daily operations of statewide supported employment and meaningful day initiatives supported by the Community Programs Bureau staff in five regional offices.
- Oversaw 85 performance based contracts established between the division and a statewide provider network in order to monitor and ensure the provision of quality community inclusion services.
- Ensured that the bureau staff report monthly to the court to demonstrate compliance with requirements of litigation against the state related to supported employment and meaningful day initiatives.
- Trained case managers on aspects of the waiver programs including timelines associated with the Lewis agreement related to eligibility management and to ensure individuals receive services in a timely manager.
- Provided key leadership and support for the Advisory Council on Quality (diverse stakeholders from across the state) meetings and collaborating with the DDSQI to maintain a quality service delivery system and to improve the waiver system in the state.
- Collaborated with other state agency leadership in assuring successful implementation of DD services and community programs.

NEW MEXICO DEPARTMENT OF HEALTH 4/06-10/07

Acting Bureau Chief, Community Programs, Developmental Disabilities Supports Division

- Managed a statewide team of approximately 20 staff and interfaced with other departmental administrators to develop and implement administrative disability policies and procedures and monitor service standards.
- Managed and provided fiscal oversight to the Developmental Disabilities and Mi Via Medicaid Waivers.
- Developed reporting requirements to the CMS to include quality management.
- Ensure amendments and waiver applications to CMS are written appropriately and timely.
- Managed provider enrollment for approximately 300 Medicaid waiver providers statewide
- Analyzed data to monitor utilization, access, costs and quality of services.
- Provided program oversight of the Joint Powers Agreement between HSD and New Mexico Department of Health (DOH) for the DD and Medically Fragile Medicaid Waivers.
- Trained case managers on aspects of the waiver programs including timelines associated with the Lewis agreement related to eligibility management and to ensure individuals receive services in a timely manager.
- Provided key leadership and support for the Advisory Council on Quality (diverse stakeholders from across the state) meetings and collaborate with the DDSQI to maintain a quality service delivery system and to improve the waiver system in the state.
- Collaborated with other state agency leadership in assuring successful implementation of DD services and community programs.

NEW MEXICO DEPARTMENT OF HEALTH 4/05-4/06

Medicaid Liaison, Developmental Disabilities Supports Division

- Managed policy and related issues for the Developmental Disabilities (DD) and Medically Fragile

(MF) Medicaid Waiver programs and individuals receiving services.
- Establish and maintain rapport as the Medicaid Liaison between the Department of Health and the Human Services Department.
- Developed the application and corresponding amendments to the Centers of Medicare and Medicaid for the DD Waiver.
- Established and coordinated inter-agency work between the Aging and Long-Term Services Department and Human Services Department with statewide stakeholders in order to develop and draft New Mexico's first self-directed Medicaid waiver (Mi Via) for the state of New Mexico. Provided training and technical assistance to department, division, other state agencies, and the public on the DD, MF, and Mi Via Waivers. Coordinated and led within division staff work on eligibility issues that impacted the provision of services for individuals with developmental disabilities.
- Supervised diverse administrative support staff in assuring quality implementation and operation of the DD and MF Medicaid Waiver programs.

NEW MEXICO DEPARTMENT OF HEALTH 11/04-4/05

Health Educator, Public Health Division

- Provided health education in order to strengthen the complex systems infrastructure to assure low income children have access to quality health care services under the Title V Maternal and Child Health Block Grant.
- Established and maintained rapport with and collaborate with parents and families of children with developmental disabilities statewide and with the Children's Health Cabinet.
- Coordinated planning activities across state agencies in order to improve programs that support positive health outcomes for children, reduce infant mortality and prevent the new incidence of prevalence of diseases and injuries among children.
- Planned and implemented family-centered and community-based coordinated care that centered on special health care needs of children with developmental disabilities.
- Developed and disseminated age and culturally appropriate health education and training materials to NM communities. Trained diverse staff, parents and families as needed.

NEW MEXICO HUMAN SERVICES DEPARTMENT 10/03-11/04

Medical Care Administrator, Medical Assistance Division (MAD)

- Implemented as part of a team of diverse state agency employees the Medicaid Fraud and Abuse Detection and Control Plan. Analyzed complex medical data and documents for the purpose of ensuring compliance with the Centers for Medicare and Medicaid Services (CMS). Implemented detection, prevention and monitoring systems to assure contract compliance and prevent fraud and abuse by the managed care organizations (MCO) and the Developmental Disabilities (DD) Medicaid Waiver.
- Managed regulatory oversight functions including critical analysis of data, surveys, and reports from the MCO's and the DD Waiver and provided determinations of Medicaid recoupments to HSD or the State Attorney General's Office.
- Researched and reviewed applicable Medicaid Waiver regulations, laws, policies and procedures to assure compliance and make recommendations for revisions as appropriate.

NEW MEXICO HUMAN SERVICES DEPARTMENT 5/01-10/03

Program Manager, Medical Assistance Division (MAD)

- Managed the Developmental Disabilities (DD) Medicaid Waiver for HSD.
- Provided program oversight of the Joint Powers Agreement between HSD and New Mexico Department of Health (DOH) for the DD Medicaid Waiver.
- Developed waiver amendments, correspondence and maintained compliance with Centers for Medicare and Medicaid rules and regulations.
- Established and maintained rapport with CMS central and regional offices and inter-agency collaboration.

- Provided training and technical assistance to other state agencies, families, providers and the general public on Medicaid regulations for individuals with disabilities.
- Assisted the Office of General Counsel (HSD) in preparing reports to assure compliance related to the Jackson Consent Decree and program regulations. Analyzed and developed Medicaid regulations and New Mexico Medicaid Utilization Review (NMMUR), policies and procedures. Used data driven management approaches to analyze the quality of the DD Waiver's health care services for clients and families and developed reports for organizational monitoring and systems improvement.
- Collaborated across government agencies including the DOH, Children Youth and Families Department, Department of Education, Developmental Disabilities Planning Council, University of New Mexico, Managed Care Organizations, statewide primary care networks and community providers to coordinate behavioral health care systems and increase access to care for children and adults with developmental disabilities through the Medicaid Managed Care and fee for service programs.
- Collaborated on compliance related efforts with DOH and NM Medicaid Utilization Review to identify and resolve issues related to individual service plans and level of care abstract under the DD Waiver.
- Planned the operations of the Disabled and Elderly (D/E) Medicaid Waiver. Provided training and technical assistance to staff, providers, and consumers on eligibility regulations, allocations, utilization review, and claims processing.
- Coordinated and collaborated with DOH to ensure compliance with Lewis agreements related to eligibility management and to ensure individuals receive services in a timely manner. Coordinated with DOH to enroll qualified providers into the waiver program by approving the MAD325 for the Medical Assistance Division.

New Mexico Department of Health 5/98-6/00

Medical Care Administrator, Public Health Division, Rural Primary Bureau

- Developed and implemented statewide training to community based primary care providers on the Rural Primary Health Care Act (RPHCA).
- Directed and conducted data driven review of primary care services including access, utilization of services, expenditures, and revenues to ensure compliance of 35 contracts (budget of $13 million and 66 clinics statewide).
- Provided technical assistance and training to community boards and health councils on the eligibility regulations and standards for RPHCA funds. Ensured compliance of state procurement codes through quality development of Requests for Proposals (RFP's) for statewide funding.
- Conducted site visits and created quality assurance tools to ensure state monitoring and improvement of systems performance.
- Facilitated public forums and trainings for statewide bidders seeking primary care funding.
- Applied data driven management and planning methods to assure proper planning and implementation of rural primary care services across inter-government, national units at the national, state and county levels.
- Co-trained contractors with the NM Primary Care Association on the Management Information Data Systems.
- Executed successful contract transitions in rural counties to ensure compliance with regulatory mandates and successful implementation of primary care services.
- Provided leadership as an advisory member to the statewide Governor's Women's Health Initiative funded by the U.S. Department of Health and Human Services (National Office of Women's Health).

New Mexico Department of Health 10/96-5/98

Health Educator, Disability Prevention Program, Public Health Division

- Managed contracts and grants to community based organizations and agencies implementing public health prevention programs and services.
- Assisted with the development of a CDC proposal for funding of the DPP. Facilitated statewide advisory meetings with agency staff, community members, prevention providers and health advocates. Collected

and analyzed disability and health data for statewide program planning.
- Developed and implemented trainings on disability, health promotion, and secondary conditions with community contractors, statewide prevention committees, governmental agencies and the general public.
- Provided leadership as an advisory member to statewide committees including: Safe Kids, Safe Kids/Safe Seniors, Birth Defects Committee, TBI/SCI Committee, Cross Cultural Committee, Violence Prevention Committee.

New Mexico Department of Health 12/94-10/96

Statewide Program Planner, Developmental Disabilities Division

- Managed 35 community contracts statewide for compliance and to ensure quality services. Conducted data driven Utilization Review of developmental and disability services and costs for planning and compliance with state regulations.
- Provided training on Developmental Disabilities Medicaid Waiver (DDW) regulations and fiscal and programmatic responsibilities to regional and statewide contractors.
- Reviewed Requests for Proposals to assure selection of most competitive contractors.
- Monitored the transitions of individuals transferring from state funded services to the DDW home and community-based services.
- Reviewed and approved individual service plan (ISP) budgets for Medicaid waiver services based on clinical and individual needs.
- Assisted in developing, planning, and implementing a regional plan to transition all individual service plans to five regional offices statewide.
- Developed training manuals, provided ongoing training and technical assistance to regional staff, clients and their families, community providers, and case managers on accessing services, service definitions, rates, ISP development and approval.

TRAINING

National Leadership Consortium on Developmental Disabilities, Center for Disabilities Studies, University of Delaware, Winter Leadership Institute, Winter 2008

Incident Management Training, NM Department of Health, 2018

Health Information Portability Accountability Act (HIPAA) Training, NM Department of Health, 2017, 2014 and 2010

Running Effective Meetings, Bennett Decision Resources for the Developmental Disabilities Supports Division, NM Department of Health, 2015

Clinical Criteria Training for the Outside Reviewer, 2015

Civil Rights Training, NM Department of Health, 2015

Value-based Decision-making, Bennett Decision Resources for the Developmental Disabilities Supports Division, NM Department of Health, 2014

Managing Negative Chatter in the Work Place, Lorman Education Services, 2014

Supports Intensity Scale Respondent Training, American Association on Intellectual and

Developmental Disabilities, 2012

Administrative Medicaid Fair Hearings, NM Human Services Department, 2013

Special Olympic Coaches Certification, 2002

Basic Mediation Training, NM Department of Health, 1996

Critical Stress Incidence Training, NM Department of Health, 1996

Disability Wellness/Health Promotion Training, NM Department of Health, 1996

Facilitation Training, 1996

Conflict Resolution & Mediation Training, 1996

AWARDS

Leadership Scholarship, The National Leadership Consortium on Developmental Disabilities, Center Disabilities Studies, University of Delaware, 2008

Longevity Award for Three Years of Working to Improve Health of New Mexicans, State Office Quality Advisory Council, 2006

PROFESSIONAL ORGANIZATIONS AND MEMBERSHIP

National Association of State Developmental Disabilities Directors

New Mexico Brain Injury Advisory Council, Governor Appointment

NM Governors' Commission on Disability, NM Human Services Representative

NM Developmental Disabilities Planning Council, NM Department of Health Representative

Advisory Council on Quality Supports for People with Intellectual and Developmental Disabilities, NM Department of Health Representative

PUBLICATIONS AND REPORTS

Duran, R. Issues Brief: Developmental Disabilities Medicaid Waiver, New Mexico Department of Health (January, 2009).

Duran, R. Changes Needed for Cost Containment and Long-Term Sustainability of the Developmental Disabilities Medicaid Waiver, New Mexico Department of Health (November, 2010).

Duran, R. Briefing Paper: Developmental Disabilities Medicaid Waiver, New Mexico Department of Health (March 2011).

Duran, R. Fact Sheet: Developmental Disabilities Medicaid Waiver Redesign ACT, New Mexico Department of Health (2012).

Duran, R. Fact Sheet: Developmental Disabilities Medicaid Waiver Redesign, New Mexico Department of Health (February 2012).

Duran, R. Fact Sheet: Developmental Disabilities Medicaid Waiver Redesign Implementation, New Mexico Department of Health (2012).

Duran, R. Briefing Paper: Developmental Disabilities Medicaid Waiver, New Mexico Department of Health (May, 2012).

Duran, R. Legislative Fact Sheets: Developmental Disabilities Medicaid Waiver, New Mexico Department of Health (2013, 2014 and 2015).

Duran, R. Report on the Central Registry for the Developmental Disabilities Medicaid Waivers, New Mexico Department of Health (February, 2016).

COMMUNITY SERVICE

Board Member and Block Captain, Las Acequias Neighborhood Association	2016-present
Las Acequias Food Drive	2015
Denver Donor Dash (“Chris’ Free Runners)	2012-2014
Special Olympics New Mexico, Mentor and Coach	2003-2006
Board Member, Women’s Health Center, Santa Fe, New Mexico, Center of Excellence/U.S.-Department of Health & Human Services	1998-1999
Volunteer, Corazones Unidas, HIV/AIDS Prevention Services, Santa Fe	1998
Northern NM Aides Walk, Santa Fe Cares	1997

LILLIEMAE G. ORTIZ

[redacted]

OBJECTIVE: ***Work collaboratively to add value through proven leadership, management, and communication skills.***

EXPERIENCE: **Current Legislative Liaison at the New Mexico School Board Association (NMSBA). Provide legislative analysis, monitoring, advocacy, and lobbying services.**

Previous 12 years as a local elected School Board Member.

Previous Quality New Mexico Baldrige Examiner 2013-2014

Previous 27 years in NM State Government Management. Dept. of Finance and Administration-ASD Director 1995-2002

EDUCATION: **University of New Mexico, Albuquerque, NM 1975**
Bachelor of Arts, Recreation and Business Administration

96 Hours Common Ground Mediation Training 2003-2004

SKILLS: **Management and Operations**
Policy Development, Review, and Implementation
Contract Preparation, Review and Monitoring
Budget Analysis Development and Implementation
Personnel Management, Training and Coaching

ACHIEVEMENTS: **12 Years Pojoaque Valley School Board Member 1997-2008**
President National SB Assoc. Hispanic Caucus 2006-2008
President Pojoaque Valley School Board 2005-2007
President New Mexico School Board Association 2005-2006

AWARDS: **Honored by the New Mexico School Board Association as "Board Member of the Year" for 2007/2008.**
Inducted into the New Mexico School Board Association "Hall of Fame" December 5, 2008.

VOLUNTEER: **Previous Santa Fe Independent Review Commission Chair**
Previous Santa Fe Charter Review Commission Member
Previous Del Norte Credit Union Board Member
Previous Santa Fe Conservation Trust Board Member
Current Pancreatic Cancer Support Group Co-Facilitator

City of Santa Fe, New Mexico
Memorandum

DATE: **February 18, 2026**

TO: **Mayor Michael J. Garcia**
Geralyn Cardenas, Interim City Clerk

VIA: **Manuel Sanchez, Interim Community Services Director** Manuel Sanchez (Feb 18, 2026 16:03:14 MST)
Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

FROM: **Christa Hernandez, Youth & Family Services Program Manager** Christa Hernandez

---

ITEM AND ISSUE:
Request for Approval of the Appointment of Orion Block and Mark Glaser to the Human Services Committee (Christa Hernandez, Youth and Family Services Program Manager, 505-955-6728; chernandez@santafenm.gov)

BACKGROUND AND SUMMARY:
The Human Services Committee was established by resolution 2012-3 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The committee is advisory, makes funding recommendations to the Governing Body, and is seeking to appoint Orion Block and Mark Glaser as members.

Membership is comprised of seven (7) members appointed by the Mayor with approval from the Governing Body. Considerations shall be made to ensure that the membership reflects a range of ages, lived experience and professional and community backgrounds.

Orion Block is a licensed clinical social worker whose therapy offerings focus on serving gender and sexual minority communities. Orion has over 9 years of experience in clinical therapy settings as well as over 5 years of experience in policy research and revision. Orion has an extensive background in supporting and advocating for vulnerable populations through event planning and trainings for Disability Justice, Trans Awareness Week, Pride, and CSUN Women's Research and Resource Center. Orion's experience in advocacy for vulnerable communities and policy revision will positively contribute to the Human Services Committee.

Mark Glaser is a Social Services Volunteer and Media Consultant. Mark's primary interest is making homelessness rare and brief for our neighbors in Santa Fe, and he is currently working to achieve this through his work with the Santa Fe Housing for All Collaborative, Miracle Messages, and Wind Power Media. Previously Mark worked with the New Mexico Local News Fund, where he helped make funding decisions for grants. Mark also has experience volunteering with the San Francisco Department of Homelessness and Supportive Housing, which provides a unique insight into homelessness response. Mark's background and collaborative spirit will ensure continued success of the Human Services Committee.

ACTION REQUESTED:
The Youth & Family Services Division respectfully requests the appointment of Orion Block and Mark Glaser to the Human Services Committee.

MARK GLASER

[redacted]

Dear Christa,

I believe I would be an ideal candidate for Santa Fe's Human Services Committee, as I have strong experience in the area of social service providers in Santa Fe and have previously served on the Santa Fe Film & Digital Media Council. I also helped make funding decisions for grants from the New Mexico Local News Fund.

Here are 5 important ways that my experience and desire would make me a great fit:

1) I have been a volunteer organizer and consultant to support unhoused neighbors for the past 8 years. When I lived in San Francisco before moving to Santa Fe in 2020, I volunteered for the city's Department of Homelessness and Supportive Housing, supporting an annual event that brought together all the city's social services providers to encourage more collaboration.

2) I am a longtime journalist and media consultant, and was a consultant for Miracle Messages (www.miraclemessages.org), helping them get media coverage in the Bay Area. Miracle Messages aims to help with "relational poverty," with reunion services to help the unhoused reconnect with family and loved ones they have lost touch with. It also has a phone buddy service and direct-payment program.

3) After moving to Santa Fe, I contacted then-Mayor Alan Webber and later got in touch with Henri Hammond-Paul about bringing Miracle Messages to town. That finally happened last fall when I launched a local chapter of Miracle Messages, with outreach events at The Life Link Clubhouse, Salvation Army and the Arroyo Chamiso Micro Community. I have led the chapter along with two other volunteers and am looking at starting a "Miracle Money" direct payment trial.

4) I have been active in the Santa Fe Housing for All Collaborative (formerly known as S3 Volunteers), now as the Lead Coordinator for the group. I have connected and supported folks at various service providers, with donations, time and promotion of what they need. For the Collaborative, I currently run the Leadership Team, write the monthly newsletter, helped secure fiscal sponsorship and launched a Facebook page.

5) My main interest in this work is helping to make homelessness rare and brief for our neighbors in Santa Fe. I believe that through shared vision and collective will,

we as Santa Feans can help make this happen as we have many resources and wealth in the community. My goal is to increase the city's health and well being through collaboration with providers, government and caring citizens.

My deep experience working in the social services area, with a focus on connection and collaboration, makes me a perfect fit for the Committee.

Sincerely,
Mark Glaser

Mark Glaser

Social services volunteer and media consultant

Mark Glaser
[redacted]

Skills

Communications, engagement, management, convening diverse stakeholders, fundraising, event production, leadership

Experience

Santa Fe Housing for All Collaborative / Lead Coordinator
2023 - present

Help lead the volunteer group with a mission to change the narrative around homelessness, advocate for safe and viable housing solutions, and inspire change through action to make Santa Fe livable for all. Run the Leadership Team meetings, write the monthly newsletter and secured fiscal sponsorship for the group.

Miracle Messages / Consultant and Santa Fe local chapter leader
2018 - present

Was a media consultant for this nonprofit service provider which helps reunite unhoused neighbors with friends and family. Also launched the first Miracle Messages local chapter in Santa Fe, connecting unhoused folks with services through events at Salvation Army, The Life Link Clubhouse and Arroyo Chamiso Micro Community.

Wind Power Media / Owner of Communications and Business Strategy Consultancy
2018 - present

Provide communications support for clients such as Knight Foundation, The Lenfest Institute, Press Forward and Tiny News Collective, all focused on supporting local news. This includes writing feature stories, newsletters and social

media posts.

New Mexico Local News Fund / Director of Business and Program Development
2020 - 2024

Developed and ran the Local News Accelerator grant program supporting newsrooms around the state, with a focus on improving their businesses. Also support the Local News Fund with fundraising and policy work.

Education

University of Missouri / Bachelor of Journalism, Bachelor of Arts in English
Columbia, Mo.

Magazine journalism focus; worked at Columbia Missourian newspaper and KCOU radio station.

Awards

Innovation Journalism Award from Stanford University in 2010 for PBS MediaShift.

Award for Media Grok: **1999 Bronze Medal** for Original Online News Section or Newsletter, American Society of Business Press Editors.

Awards for 3-Minute Roast: **1998 Best of the Bay**: SF Bay Guardian & SF Weekly.

Orion Block

[redacted]

CREDENTIALS

LICENSED CLINICAL SOCIAL WORKER- Nevada, License Number 8977-C (Active and Current)

LICENSED INDEPENDENT SOCIAL WORKER- Rhode Island, LISW ISW03712RI (Active and Current)

EDUCATION

CALIFORNIA STATE UNIVERSITY NORTHRIDGE — Northridge, CA
Master of Social Work — August 2015- May 2017

CALIFORNIA STATE UNIVERSITY NORTHRIDGE — Northridge, CA
Bachelors of Arts in Gender and Women's Studies, Minor Queer Studies — August 2013 - May 2015

CLINICAL EXPERIENCE

PHOENIX RISING CENTERS — Providence, RI
Therapist — January 2023- Present
- Provide teletherapy for a caseload of 7 clients
- Maintain accurate and timely client records

BETTER HELP
Therapist — Nevada, Rhode Island
- Provide teletherapy for a caseload of 50 clients — January 2020- Present
- Maintain accurate and timely client records

NEVADA BEHAVIORAL SOLUTIONS — Las Vegas, NV
Therapist — June 2018 -November 2020
- Facilitated individual and couples therapy for diverse populations
- Maintained accurate and timely client records

SUNRISE HEALTH CLINICS — Las Vegas, NV
Therapist — February 2018 - June 2018
- Completed biopsychosocial assessments for diverse population therapy
- Provided PSR (psychosocial rehabilitation) for clients
- Provided BST (basic skills training) for clients

THE VILLAGE FAMILY SERVICES — North Hollywood, CA
Intern /MSW — June 2017- October 2017
- Provided group and individual therapy for TAY youth
- Conducted intake assessments
- Maintained timely and accurate client records

TURNING POINT — Van Nuys, CA
MSW Internship — September 2015- June 2016
- Provided group therapy and case management for co-occurring disorders
- Conducted intake assessments
- Maintained timely and accurate client records

POLICY EXPERIENCE

Centralia College Student Government Senator — Centralia, WA
- Policy revision — August 2008 – May 2010
- Managing and Allocating funds in budget of $250,000
- Work with faculty and administration to improve overall student experience on campus

California State University Northridge Student Government Senator — Northridge, CA
- Policy revision — August 2015-May 2016

Managing and Allocating funds in budget of $5.4 billion
Work with faculty and administration to improve overall student experience on campus
Consult of upcoming building projects for disability accessibility

CSUN MSW Program Northridge, CA
Policy, policy brief and advocation training August 2017 – May 2010

Gamma Rho Lambda Sorority Alum volunteer and officer Northridge, CA
Policy research and revision June 2020 - present

EVENT COORDINATION AND TRAININGS

CSUN Women's Research & Resource Center (WRRC), Student Assistant Director Northridge, CA
Supervised student volunteers/staff July 2015 - July 2016
Coordinated campus events
Provided direct support to students

CSUN Pride Center, Student Assistant Northridge, CA
Coordinated campus events June 2014 - July 2015
Processed financial transactions and managed event budget
Facilitated team meetings and external trainings

CSUN MSW - Disability Justice, Event Coordinator Northridge, CA
Developed event timelines May 2017
Moderated multiple panels
Recruited and managed talent for multiple panels

CSUN Trans Awareness Week, Coordinator Northridge, CA
Developed event timelines April 2014
Moderated multiple panels
Recruited and managed talent for multiple panels

Transgender Leadership Summit, Volunteer Coordinator Northridge, CA
Recruited volunteers May 2013
Organized volunteer onboarding
Managed volunteer schedules and assigned roles

Lewis County Pride Celebration , Event Coordinator Lewis County, WA
May 2009 & 2010

TRAININGS / PRESENTATIONS

Breaking Bi Gender Education; Welcome to Transland Northridge, CA
Transgender Life and Experience Training for Medical and Social Service Practitioners January 2014- June 2019

Los Angeles LGBT Center
Women's Health Conference Panel Moderator 2011-2013
Transgender Perceptions, Special Events 2011-2012

MEMBERSHIP

National Association of Social Workers (NASW) 2016-present
California Society for Clinical Social Work 2016-2018
Gamma Rho Lambda Sorority – Alumni /officer
The National Society of Leadership and Success 2014-2017

ADDITIONAL

Certifications & Training: Los Angeles County Transgender Competency (2017); Domestic Violence Training (Los Angeles LGBT Center, 2011); Gender Alliance of the South Sound (GASS) Facilitator Training (2010); Facilitator Training (Los Angeles LGBT Center, 2010); Delegate (Social Justice Institute, 2009)

August 18, 2025

Orion Block
[redacted]

To: Mayor and city council members

I am interested in being considered for a position on the Human Services Committee.

For a bit of professional background; I have served on many community, organizational, and college boards/committees over the last 18 years. My employment and volunteer history includes public education, community organizing, creation of a food pantry, group facilitation, and am currently a Licensed Clinical Social Worker (LCSW) providing full time therapy for both private pay and Medicaid clients. My focus in therapy has been serving the gender and sexual minority communities.

I saw that you were seeking marginalized populations and wanted to let you know that I do identify as a transgender (agender), queer, Jewish individual in their 40's. I am eager to engage in the Santa Fe community and chose to move to this city after caring for family in other locations for years.

Thank you for your consideration.

Sincerely,
Orion Block, LCSW, LISCW